



**City Council Regular Business Meeting Agenda**  
**Thursday, April 16, 2015, 6:00 p.m.**

COUNCIL MEETINGS  
 City Hall  
 Council Chambers  
 1<sup>st</sup> and 3<sup>rd</sup>  
 Thursdays at  
 6:00 P.M.

Tom Phillips  
 Mayor

Council Members:  
 Eric Delker  
 Tom Greteman  
 Erika Isley  
 Kyle Jackson  
 Jaki Livingston

Marketa Oliver  
 City Manager

Vacant  
 Finance Director/  
 City Clerk

Dustin Huston  
 Fire Chief

Greg Staples  
 Police Chief

Tim Hoskins  
 Public Works Director

Nancy Kuehl  
 Parks & Recreation  
 Director

Wade Wagoner  
 Planning and  
 Economic  
 Development Director

Holly Sealine  
 Library Director

Jim Dougherty  
 City Attorney

1. Call to order at 6:00 p.m.
2. Approval of agenda.
3. Presentation(s) –  
 Police Chief, Capital Crossroads report.  
 Parks and Recreation Director, Capital Crossroads report.
4. Welcome of guests and public comment.  
 (3 minute limit, no action)
5. Approve minutes –  
 April 2, 2015 regular council meeting.
6. Consent agenda.
  - a) Expenditures.
  - b) Tax abatements.
  - c) Liquor license for “The Country Thang” fundraising event.
  - d) Approval to begin RFP for audit services for the City of Norwalk for FY 15.
  - e) Consideration of first, of three, readings of proposed ordinance  
 Amending the Master Plan and Rules, Regulation, and Guidelines for the  
 Echo Valley Community Planned Unit Development as Contained in  
 Ordinance No. 03-08.
  - f) Second, of three, reading of the ordinance amending the code of  
 ordinances of the city of Norwalk, Iowa, Chapters 169 and 177, updating  
 and clarifying Rental Housing Code requirements and Fees.
  - g) Second, of three, readings of an ordinance amending the code of  
 ordinances of the city of Norwalk, Iowa, Chapter 177, updating Fire and  
 EMS Fees.
  - h) Second of three, readings of an ordinance providing for a series of  
 scheduled water rate and sewer rate adjustments, amending sections  
 92.02 (1), 99.02 (1), 92.02(3), 177.01(8), AND 177.01(11) of the Norwalk  
 Municipal Code.
  - i) Resolution adopting MOU for the Central Iowa Code Consortium.
  - j) Resolution approving renewal of an animal shelter services agreement  
 with the Animal Rescue League.
  - k) Resolution authorizing a phone services contract renewal.
  - l) Receive and file monthly department reports for March.
7. Discussion regarding a Norwalk smartphone application.
8. Consideration of resolution to Urban Renewal Plan Amendment for the  
 Norwalk Urban Renewal Area (Amendment 15-01).
9. Consideration of proposed resolution authorizing the City Manager to  
 implement and submit Title VI programs and documents to the Iowa  
 Department of Transportation (ADA).

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10. Consideration of proposed resolution approving an agreement with Warren Water District for customer and territory buy-out.
11. Consideration of proposed resolution approving an equipment sharing agreement.
12. Consideration of proposed resolution approving the Rolling Greens Plat 5 preliminary plat.
13. Council Inquiries and staff updates.
14. Adjournment.

# **MINUTES OF THE REGULAR NORWALK CITY COUNCIL MEETING ON 4-02-15** (Abridged for publication)

Mayor Phillips called the City Council meeting to order at 6:00 p.m. Present at roll call: Tom Greteman, Erika Isley, Kyle Jackson and Jaki Livingston. Absent: Eric Delker. (RC = roll call vote)

15-041 Isley moved Livingston seconded to approve agenda to include "public hearing" correcting item 11. Voice vote carried unanimously.

15-042 Jackson moved Livingston seconded to approve March 5<sup>th</sup> regular council meeting minutes. Voice vote carried unanimously.

Consent included tax abatement applications; liquor license renewal for Cal's, Villagios and Tacos Andreas; local forfeiture payout; monthly department reports for February; budget and certification of city taxes report with corrected valuation and expenditures:

ACME TOOLS	BLDGS/GROUNDS	\$119.99	JAMES OIL CO	FUEL	\$9,624.17
ADVENTURE LIGHTING	BLDG MAINT	\$269.38	JJ KELLER & ASSOC	OSHA MANUAL	\$41.86
AHLERS & COONEY	LABOR AND EMP	\$2,196.65	JOE PATAVA	BOOTS	\$100.00
AIA CORPORATION	CLOTHING ALLOW	\$306.24	KABEL BUSINESS SVC	HRA CKS	\$4,852.33
ASHLEE SEIBERT	REF	\$320.00	KELTEK INC	TAHOE	\$11,236.44
BARB MOSER	DOG TAG REFUND	\$10.00	KUEHL, NANCY	REIMBURSEMENT	\$160.99
BOBS TROPHIES	BADGES DEV	\$47.85	LANDS END BUS	CLOTHING ALLOW	\$804.59
BOUND TREE MED	MED SUPPLIES	\$104.76	LASER RESOURCES	CONTRACT COPIER	\$208.34
BROWNELLS INC	SUPPLIES	\$237.03	LIVING MAGAZINE	PUBLICATION	\$999.00
CAPITAL SAN SUP	SUPPLIES	\$20.05	MADELINE ALBERS	COMPLIANCE	\$200.00
CARPENTER UNIF	UNIF ALLOW	\$1,493.80	MEDIACOM	TELECOM	\$149.90
CITY OF NORWALK	PETTY CASH	\$50.08	MEDICAP PHAR	MED SUPPLIES	\$11.80
CITY OF WDM	WESTCOM	\$14,614.76	MENARDS	SUPPLIES	\$781.69
CNM OUTDOOR EQUIP	VEHICLE REPAIR	\$73.60	METRO WASTE	CURB IT FEE	\$36,137.16
CONSTANT CONTACT	EMAIL SVC	\$588.00	MIDAMERICAN	UTILITY	\$18,228.50
CONTROL INSTALL	BLDG MAINT	\$101.53	MIDWEST BREATHING	QUARTERLY TEST	\$125.00
DAVID & CHERYL KUTCHE	EASEMENT	\$7,500.00	MONICA HEGLAND	REFUND MTG RM	\$50.00
DELAGE LANDEN	RENTS / LEASES	\$551.39	MOODYS INVEST	BONDS	\$18,150.00
DES MOINES IRON	EQUIPMENT	\$184.13	MUNICIPAL SUPPLY	SUPPLIES	\$2,212.00
DESERT DIAMOND IND	SUPPLIES	\$698.00	MUNIHUB	2015 A SERIES	\$2,000.00
DON HERMAN	SEIZED PROP	\$475.00	N WAR TOWN & CTY	AD SUMMER HELP	\$264.90
DOWNEY TIRE	REPAIR	\$169.91	NORTHLAND	REPAIR 131	\$155.60
DUAX SNOW REMOVAL	GREENS ECHO VAL	\$340.00	NORWALK PD	SEIZED PROPERTY	\$540.00
EAGLE ENGRAVING	MINOR EQUIP	\$35.80	OPTOMETRIC ASSOC	EYE GLASS REIMB	\$216.00
ELECTRIC PUMP	EQUIPMENT	\$226.95	PEPSI-COLA	SUPPLIES	\$187.50
ELEC ENG \$ EQUIP	BLDG MAINT	\$119.88	PLUMB SUPPLY	BLDG MAINTENANCE	\$177.94
UNITY POINT NORWALK	PHYSICAL	\$1,158.00	PURCHASE POWER	POSTAGE	\$1,000.00
FEH ASSOC	LIBRARY	\$1,595.00	PUSH PEDAL PULL	WELLNESS	\$129.11
FIRE & SAFETY EQUIP	MAINTENANCE	\$204.75	RED WING SHOE	REIMBURSEMENT	\$204.00
FIRE SVC TRAINING	INSTRUCTOR	\$165.00	REGISTER MEDIA	NW TRUNK NOTICE	\$264.87
G & L CLOTHING	CLOTHING ALLOW	\$1,206.82	SCOTTS FOODS	SUPPLIES	\$135.37
GE CAPITAL	LEASE	\$520.00	SECY OF STATE	NOTARY SNYDER	\$30.00
GENERAL FIRE & SAFETY	MAINTENANCE	\$1,331.25	SHRED IT	PAYMENT SERVICES	\$46.72
GLOCK INC	EDU/TRAINING	\$250.00	SNAP ON	AIR GUN	\$490.00
GRIMES ASPHALT	COLD MIX	\$299.30	SPRINGER PEST	PEST CONTROL	\$68.00
HARVEY'S AUTO	REPAIRS	\$4,838.21	SUBUBAN FIRE DEV	EDU/TRAINING	\$800.00
HAWKEYE TRUCK EQUIP	BLADE MARKERS	\$86.50	SYNTECH SYSTEMS	VEH OPER	\$1,149.75
HOTSY CLEANING SYS	FLEETWASH BULK	\$240.00	TASER TRAINING	EDU/TRAINING	\$390.00
IDALS	AN WELFARE LIC	\$75.00	TERI HAZEN	REFUND	\$15.00
IMFOA	SPRING CONF	\$65.00	TERMINIX	PEST CONTROL	\$64.00
IND PUBLIC ADVISOR	SERVICES	\$2,300.00	DM REGISTER	SUBSCRIPTION	\$31.00
INDIANOLA REC HER	SUBSCRIPTION	\$16.00	THE GRAPHIC EDGE	OPER SUPPLIES	\$1,676.71
INDOFF INC	SUPPLIES	\$261.38	TRACI FROELICH	REF	\$320.00
IA DEPT OF JUSTICE	SEIZED PROP	\$67.50	ULINE	EARPLUGS	\$71.85
IA DEPT OF TRANS	SUPPLIES	\$248.00	UNITY POINT NORWALK	DRUG TESTING	\$37.00
IA FIRE CHIEFS ASSOC	ASSOC DUES	\$50.00	VERIZON WIRELESS	TELECOM	\$3,412.63

IA PRISON INDUSTRIES	STREET SUPPLIES	\$1,696.70	VOORHEES TAEKWONDO	TAEKWONDO	\$592.53
IOWA RADIOLOGY	PHYS	\$28.00	WADE WAGONER	MILEAGE REIMB	\$5,369.89
IA SPORTS FOUND	WELLNESS CHALLENGE	\$200.00	WARREN CO ATY	SEIZED PROP	\$67.50
IA WINDOW SVC	BLDG MAINT	\$170.00			
IPCMF CENTRAL LAB	PHYSICAL	\$95.00			

15-043 Greteman moved Livingston seconded to approve **consent**. RC vote passed unanimously.

Phillips opened **public hearing** at 6:08 p.m. concerning **proposed ordinance amending Master Plan and rules, regulations and guidelines for Echo Valley Community Planned Unit Development** as contained in Ordinance No. 03-08. Eddleman reported no written or oral comments were received. With no public comment, Phillips closed public hearing at 6:09 p.m.

Phillips opened **public hearing** at 6:10 p.m. concerning approval of proposed **Urban Renewal Plan amendment**. Eddleman reported no written or oral comments were received. With no public comment, Phillips closed public hearing at 6:10 p.m.

Phillips opened **public hearing** at 6:57 p.m. concerning proposed resolution **vacating certain easements located at the Brownstones at The Legacy**, City of Norwalk, Iowa. Eddleman reported no written or oral comments were received. With no public comment, Phillips closed public hearing at 6:58 p.m.

15-044 Livingston moved Greteman seconded to adopt **Resolution 0402-15-022 vacating certain easements located in the Brownstones at The Legacy, City of Norwalk, Iowa**. RC vote passed unanimously.

15-045 Greteman moved Livingston seconded to adopt **Resolution No. 0402-15-023 approving execution of sanitary sewer easement for Northwest Area Trunk Sewer No. 4 project**. RC vote passed unanimously.

15-046 Jackson moved Isley seconded to adopt **Resolution No. 0402-15-024 approving contract and bond for improvements known as Northwest Area Trunk Sewer No. 4 project**. RC vote passed unanimously.

15-047 Isley moved Greteman seconded to adopt **Resolution 0402-15-025 approving purchase of new pump for The Legacy lift station, in an amount not to exceed \$14,663.50**. RC vote passed unanimously.

15-048 Greteman moved Livingston seconded to adopt **Resolution 0402-15-026 authorizing and approving loan agreement and providing for issuance of \$172,500 General Obligation Ambulance Acquisition Note**. RC vote passed unanimously.

15-049 Livingston moved Greteman seconded to adopt **Resolution 0402-15-027 authorizing expenditure of, not to exceed \$9,240, from Capital Improvement Fund for Parks and Recreation** to Iowa Cubs Sports Turf for Jox Boxes. RC vote passed unanimously.

15-050 Jackson moved Greteman seconded to adopt **Resolution 0402-15-028 approving expenditure not to exceed \$6,280 to purchase additional Laserfiche licenses.** RC vote passed unanimously.

15-051 Jackson moved Livingston seconded to adopt **Resolution 0402-15-029 authorizing Mayor and City Manager to execute a labor agreement with Teamsters, Local 238 representing Police for fiscal years 2015, 2016 and 2017.** RC vote passed unanimously.

15-052 Isley moved Livingston seconded to adopt **Resolution 0402-15-030 approving Fourth Amended and Restated Intergovernmental Agreement for ownership and operation of consolidated dispatch center for Police, Fire and Emergency Medical Services (Westcom.)** RC vote passed unanimously.

15-053 Livingston moved Greteman seconded to pass first, of three, readings of **Ordinance amending Code of Ordinances Chapters 169 and 177, updating and clarifying Rental Housing Code requirements and fees.** RC vote passed unanimously.

15-054 Greteman moved Livingston seconded to pass first, of three, readings of **Ordinance amending the Code of Ordinances Chapter 177, updating Fire and EMS Fees.** RC vote passed unanimously.

15-055 Isley moved Greteman seconded to pass first, of three, readings of **Ordinance providing for series of scheduled water rate and sewer rate adjustments, amending sections 92.02 (1), 99.02 (1), 92.02 (3), 177.01 (8), and 177.01 (11) of the Norwalk Municipal Code.** RC vote passed unanimously.

15-056 Greteman moved Isley seconded to adjourn meeting at 7:55 p.m. Voice vote carried unanimously.

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Tom Phillips, Mayor

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Jodi Eddleman, Deputy City Clerk

**MINUTES OF THE REGULAR NORWALK CITY COUNCIL MEETING ON 4-02-15**  
(unabridged version)

**Call to order**

Mayor Phillips called the City Council meeting to order at 6:00 p.m. Present at roll call: Tom Greteman, Erika Isley, Kyle Jackson and Jaki Livingston. Absent: Eric Delker. (RC = roll call vote)

Staff present included: Marketa Oliver, City Manager; Jodi Eddleman, Deputy City Clerk; Tim Hoskins, Public Works Director; Dustin Huston, Fire Chief; Nancy Kuehl, Parks and Recreation Director; Luke Parris, City Planner; Holly Sealine, Library Director; Greg Staples, Police Chief and Wade Wagoner, Planning and Economic Development Director.

**Approval of the agenda – 15-041**

Phillips noted that item 11 is a public hearing and consideration of a resolution.

Motion by Isley, seconded by Livingston to approve the agenda, as amended to include “public hearing” correcting item 11, carried unanimously by voice vote.

**Presentations**

Phillips proclaimed April as *Child Abuse Prevention Month* at the request of the Child Abuse Prevention Council of Warren County

Residents, Jack Lane and Steve Hogue presented the council with a framed map. Hogue’s mother drew it as an 8<sup>th</sup> grade class project in 1940. It will be on display at City Hall for others to enjoy.

**Welcome of guests and public comment**

Phillips welcomed those guests present. With no one present wishing to speak, the business portion of the meeting was opened.

**Approval of minutes – 15-042**

Motion by Jackson, seconded by Livingston to approve minutes from the March 5<sup>th</sup> regular council meeting carried unanimously by voice vote.

**Consent agenda – 15-043**

Included tax abatement applications; liquor license renewal for Cal’s, Villagios and Tacos Andreas; local forfeiture payout; monthly department reports for February; budget and certification of city taxes report with corrected valuation and expenditures:

ACME TOOLS	BLDGS/GROUNDS	\$119.99	JAMES OIL CO	FUEL	\$9,624.17
ADVENTURE LIGHTING	BLDG MAINT	\$269.38	JJ KELLER & ASSOC	OSHA MANUAL	\$41.86
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DESERT DIAMOND IND	SUPPLIES	\$698.00	MUNIHUB	2015 A SERIES	\$2,000.00
DON HERMAN	SEIZED PROP	\$475.00	N WAR TOWN & CTY	AD SUMMER HELP	\$264.90
DOWNEY TIRE	REPAIR	\$169.91	NORTHLAND	REPAIR 131	\$155.60
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ELECTRIC PUMP	EQUIPMENT	\$226.95	PEPSI-COLA	SUPPLIES	\$187.50
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FIRE SVC TRAINING	INSTRUCTOR	\$165.00	REGISTER MEDIA	NW TRUNK NOTICE	\$264.87
G & L CLOTHING	CLOTHING ALLOW	\$1,206.82	SCOTTS FOODS	SUPPLIES	\$135.37
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INDOFF INC	SUPPLIES	\$261.38	TRACI FROELICH	REF	\$320.00
IA DEPT OF JUSTICE	SEIZED PROP	\$67.50	ULINE	EARPLUGS	\$71.85
IA DEPT OF TRANS	SUPPLIES	\$248.00	UNITY POINT NORWALK	DRUG TESTING	\$37.00
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IA PRISON INDUSTRIES	STREET SUPPLIES	\$1,696.70	VOORHEES TAEKWONDO	TAEKWONDO	\$592.53
IOWA RADIOLOGY	PHYS	\$28.00	WADE WAGONER	MILEAGE REIMB	\$5,369.89
IA SPORTS FOUND	WELLNESS CHALLENGE	\$200.00	WARREN CO ATY	SEIZED PROP	\$67.50
IA WINDOW SVC	BLDG MAINT	\$170.00			
IPCMF CENTRAL LAB	PHYSICAL	\$95.00			

Motion by Greteman, seconded by Livingston to approve consent passed unanimously by RC vote.

### **Public hearing for Echo Valley PUD amendment.**

Phillips opened the public hearing at 6:08 p.m. concerning a proposed ordinance amending the Master Plan and rules, regulations and guidelines for the Echo Valley Community Planned Unit Development as contained in Ordinance No. 03-08. Eddleman reported that no written or oral comments were received. With no public comment, Phillips closed the public hearing at 6:09 p.m.

Phillips asked for item to be on the next agenda for action.

### **Public hearing for Urban Renewal Plan Amendment.**

Phillips opened the public hearing at 6:10 p.m. concerning approval of the proposed Urban Renewal Plan amendment. Eddleman reported that no written or oral comments were received. With no public comment, Phillips closed the public hearing at 6:10 p.m.

### **The Legacy storm water conditions**

Parris said questions had arisen regarding The Legacy storm water pond. He presented a drawing of the drainage area.

Caleb Smith of McClure Engineering and Joe Pietruszynski with Hubbell presented the improvements that the golf course manager has made to The Legacy pond weir. Smith said that during development of The Legacy Plat 17 questions arose as to the condition of the pond. That pond services 300 acres of golf course, as well as, 700 additional acres. Grading work was done over the winter. The pond was drained and the boards were pulled off the weir. A minor modification still needs to be made to the weir to allow extra capacity and control.

Greteman expressed concern that the weir would not perform the way they say it will. He said it appears the weir should be twenty feet wide and two feet high; then, the next level is eight feet wide and another two feet high. So, it can come up four feet, where it reaches a point that what comes in is going back out.

Smith said they have confirmed "as built" conditions of the pond. What has not been completed is an eleven foot notch, to give another foot and more capacity behind the wall to achieve the 500,000 cubic feet of storage.

Greteman also questioned the nature of the agreement. He said the pond will silt every seven or eight years and he would like the City to have the rights to enforce maintenance on the owner without the responsibility of maintaining it. Daugherty added that it appears the easement granted to Hubbell for enforcement is just between Hubbell and the golf course.

Smith said they have received a revised agreement between the golf course and Hubbell and some easements. They have assigned the easements to the City. He suggested assigning an additional easement to the City and noted that it is the golf course's responsibility to maintain the pond. Livingston said the owner has not been fulfilling the requirement. Pietruszynski said it would be no problem to secure additional easements, if needed.

Greteman appreciates the work that has been done on the pond and asked when the improvements to the weir will be final. Smith said within the next week or so. He said the City wants a document that makes it clear that the weir is where it is supposed to be. He added that what makes this a little bit unusual is that there are 900+ undeveloped acres still. We should open a conversation with an engineering company for the purpose of identifying regional storm water detention facilities for this area.



Pietruszynski said the purpose of the easements was to provide the City with what it needed and if additional documents are needed Hubbell will take care of assigning their enforcement rights to the City. He added that developers are happy to pay into regional storm water detention facilities and applauds the city for undertaking those efforts.

Oliver noted that staff had discussed the concept of creating a regional storm water detention facilities master plan with the City Engineer. Greteman said it would be good to have these facilities identified on a map. He feels it is helpful for developers when they come in to talk about how much land will be needed for a facility.

Council requested the storm water retention basins be indicated in the comprehensive plan.

### **Library roof**

Hoskins introduced Donald Seymour of FEH Associates who presented the following recommendations for replacing the metal roofing system at the library.

- Removal of existing damaged metal roof panels, valleys and flashings and recycle.
- Installation of a new metal roofing system with continuous panels and seamless gutters.
- Addition of insulation below the new metal roof system with an ice and water shield membrane barrier over a more stable wooden substrate system.
- Enclosure of the translucent skylight system (over the interior of the building) with a new metal roofing system and spray foam insulation.
- Cleaning of the existing translucent skylight system (over the front portion of the main entrance).

The cost to accomplish these recommendations is \$207,000.

Seymour said that they would want to provide safeguards so that the installation is done properly because the problems now all point back to the installation as being the problem. He said they would recycle the current metal and would not remove insulation that is not damaged or wet.

This would happen late summer/early fall and would take two to three months to finish. Bids could be taken in July, awarding the contract in August.

Livingston confirmed that there is no financial benefit from any of the warranties. Greteman answered that the guy who was awarded the contract in the original deal died; so a different company stepped in to do the roof.

Greteman asked if the bids are let in August, how long it would take to complete. Seymour said a couple of months. Greteman said it would be a shame to wait for late fall to do it when we have had all summer.

Isley asked what impact this work would have on daily operations at the Library. Seymour answered that there would not be too much disruption to the interior; work will not disrupt patrons coming in and out until they get to the

skylight. Sealine said she would take a look at the schedule and see what a good time would be.

Tom Dunn, Norwalk Easter Public Library Board President, asked what the cost to clean the panels is. Livingston said between \$3 and \$6 per square foot.

Greteman asked what it would cost to put in new panels from the front and how many more years the City could get from them. Seymour said they would be sanded down, treated and resealed with another coat. He said that he could look at the replacement cost.

Greteman said he would like to see estimate of costs to replace those panels and as an alternate to replace the panels with metal.

Sealine asked if additional lighting could be incorporated into this project. Seymour said they could look at that.

Greteman commented that the Library does not have a great deal of money and an inter-fund loan, would mean that they will either have to cut services or the City needs to raise the Library budget.

Seymour said he would report back to council.

#### **Public hearing for vacating easements at the Brownstones – 15-044**

Phillips opened the public hearing at 6:57 p.m. concerning the proposed resolution vacating certain easements located at the Brownstones at The Legacy, City of Norwalk, Iowa. Eddleman reported that no written or oral comments were received. With no public comment, Phillips closed the public hearing at 6:58 p.m.

Parris reported that the City will receive a new water easement.

Motion by Livingston, seconded by Greteman to adopt **Resolution 0402-15-022 vacating certain easements located in the Brownstones at The Legacy, City of Norwalk, Iowa** passed unanimously by RC vote.

#### **Northwest Area Trunk Sewer No. 4 – 15-045 & 15-046**

Hoskins reported that this easement is necessary to complete the project and there is no cost. Livingston asked why this was not approved with the previous two easements. Hoskins answered that it was not ready for signatures from the owner.

Motion by Greteman, seconded by Livingston to adopt **Resolution No. 0402-15-023 approving the execution of a sanitary sewer easement for the Northwest Area Trunk Sewer No. 4 project** passed unanimously by RC vote.

Motion by Jackson, seconded by Isley to adopt **Resolution No. 0402-15-024 approving contract and bond for the improvements known as the Northwest Area Trunk Sewer No. 4 project** passed unanimously by RC vote.

#### **The Legacy lift station pump – 15-047**

Hoskins said the sanitary sewer lift station in the Legacy Development was constructed in 2001 and is equipped with two 20 hp grinder pumps that cycle back and forth with a frequency based on the amount of flows entering the structure. The City has experienced only standard maintenance issues since construction, but now has had one of the pumps completely fail. As a result the facility is operating on only one pump.

Rebuild of a 15-year old pump has become somewhat challenging due to the lack of available parts. Staff has initiated the process of finding parts and rebuilding this pump but are also requesting the purchase of a new pump which will allow staff to have a backup pump on the shelf when there is another failure. The Cost of the new pump is \$14,663.50.

Phillips asked what happens if the other pump fails. Hoskins said we would have to set up temporary pumps and that takes time. It could become a problem leading to bypass operations or worse.

Motion by Isley, seconded by Greteman to adopt **Resolution 0402-15-025 approving the purchase of a new pump for The Legacy lift station, in an amount not to exceed \$14,663.50** passed unanimously by RC vote.

#### **Ambulance acquisition loan – 15-048**

Huston said this is to replace the oldest ambulance; ambulances have a ten year life cycle and are on a five year replacement plan.

Greteman said the purpose is to borrow money from the bank until we do a bond issue. Oliver said there is no bond issue, this is simply a short-term loan from the bank which would be repaid with debt service levy.

Huston added that bids have been let.

Motion by Greteman, seconded by Livingston to adopt **Resolution 0402-15-026 authorizing and approving a loan agreement and providing for the issuance of a \$172,500 General Obligation Ambulance Acquisition Note** passed unanimously by RC vote.

#### **Ball field improvements – 15-049**

Kuehl said Parks and Rec initiated a per team capital improvement fee for tournaments last year. She would like to use that fund to purchase jock boxes. While there is not currently enough money to do all six fields, there are enough

tournaments booked this summer to pay for them. Iowa Cubs can do the work without the City losing any practice time at the park this season.

Motion by Livingston, seconded by Greteman to adopt **Resolution 0402-15-027 authorizing the expenditure of, not to exceed \$9,240, from the Capital Improvement Fund for Parks and Recreation** to Iowa Cubs Sports Turf for Jox Boxes to be installed on six ball fields passed unanimously by RC vote.

#### **Laserfiche licenses – 15-050**

Oliver said this proposal was to bring the City to a point where there were enough licenses for staff members to use laserfiche. Currently, the City has only a limited number of licenses, meaning that staff frequently are prevented from accessing laserfiche when they need it because the number of staff members already using it have met the licenses limit. The City needs to purchase additional licenses to enable staff members to perform their jobs efficiently. Greteman asked the difference between Laserfiche and microfiche. Oliver explained one is film and one is digital and reiterated the need for more licenses to allow all departments in the City to be able to utilize the system.

Motion by Jackson, seconded by Greteman to adopt **Resolution 0402-15-028 approving expenditure not to exceed \$6,280 to purchase additional Laserfiche licenses for the City** passed unanimously by RC vote.

#### **Union contract for Police – 15-051**

Motion by Jackson, seconded by Livingston to adopt **Resolution 0402-15-029 authorizing the Mayor and City Manager to execute a labor agreement with Teamsters, Local 238 representing Police for fiscal years 2015, 2016 and 2017** passed unanimously by RC vote.

#### **Westcom amended agreement – 15-052**

Huston reported the 28E agreement would add Waukee into the agreement and it moves to a population-based accounting as opposed to paying a cost per call and administrative fee, which means that Norwalk would pay less. It also brings Norwalk into the group as a management member.

Isley asked approximately how much it saves the City. Huston answered approximately \$20,000. He noted that Westcom is in the process of upgrading CAD and their police management software and they have it budgeted; however, if it is over the budgeted amount of \$500,000, this could mean a small spike with operational budget.

Greteman asked if it is based on city limit population or fire district population. Huston said city limit.

Oliver added the population base will let us project our costs much better. When the City originally transitioned, it was on a per call basis and we really did

not know what the level of calls were because the City nor County had good data to that point. After the transition, the number of calls was much greater than originally anticipated.

Motion by Isley, seconded by Livingston to adopt **Resolution 0402-15-030 approving the Fourth Amended and Restated Intergovernmental Agreement for the ownership and operation of a consolidated dispatch center for Police, Fire and Emergency Medical Services (Westcom)** passed unanimously by RC vote.

### **Central Iowa Code Consortium**

Huston introduced Jonathan Lund, Des Moines Fire Marshall and Captain with Norwalk Fire Department. He stated the Memorandum Of Understanding before you outlines the creation of the Central Iowa Code Consortium a collaborative effort to improve consistency in the adoption and enforcement of construction codes in the many communities that make up our metro area. This idea was first brought forth through the Capital Crossroads planning effort as one of the five pilot projects looking into the possibilities of local government collaboration.

The consortium would be a collaborative effort among all participating communities to review code changes, recommend changes, and produce a metro "model" code for all communities to consider through their local code adoption process. This project does NOT propose to make recommendations on permit process, code administration, appeals processes, or specific local amendments deemed necessary by local code officials. This process is to publish a metro code that would promote uniformity and consistency among local communities.

The principal benefits of the consortium are: shared resources during new code review which results in reductions in staff time required for each community, consistency between jurisdictional lines, and incorporating industry in the process which will help to ensure codes are fair and that controversial topics will have been resolved at the metro level rather than each municipality. The consortium steering Committee recommends a time table that would include adoption of the 2015 construction codes in early 2016.

Huston concluded that staff met and was supportive of entering into this agreement.

### **Rental Housing Code – 15-053**

Isley said the City has had these fees for a while. Huston said yes, we have gone through the first year of rentals. There is only one property from the previous cycle that has not been completed. He added that the majority of landlords are happy with the process and see it as a positive step.

Motion by Livingston, seconded by Greteman to pass the first, of three, readings of the **Ordinance amending the Code of Ordinances of the City of Norwalk,**

**Iowa, Chapters 169 and 177, updating and clarifying Rental Housing Code requirements and fees** passed unanimously by RC vote.

#### **Fire and EMS fees – 15-054**

Huston reported that they update their fees every few years with Medicaid rates. Greteman asked if these fees are consistent with the budget approved for this year. Huston said yes.

Motion by Greteman, seconded by Livingston to pass the first, of three, readings of the **Ordinance amending the Code of Ordinances of the City of Norwalk, Iowa, Chapter 177, updating Fire and EMS Fees** passed unanimously by RC vote.

#### **Water and Sewer rates – 15-055**

Greteman asked if these rates are consistent with the budget approved for this year. Hoskins said yes, with the exception of the final section that removes the commercial reduction for irrigation rate.

Isley asked about the industrial users language. Hoskins explained that it enables industrial customers, who use a consistent amount, to receive a reduction. The theory is that the first 300,000 gallons of usage covers the administrative costs.

Greteman shared concern over capacity issue. He asked if this was a recommendation from the Utility Advisory Board and suggested the City revisit the fee structure again in July 2016.

Isley said the Economic Development Committee met with an industrial user and then asked the Utility Advisory Commission to review it. Hoskins said this encompasses their recommendation. Isley noted that the discount ended in approximately eighteen months.

Motion by Isley, seconded by Greteman to pass the first, of three, readings of the **Ordinance providing for a series of scheduled water rate and sewer rate adjustments, amending sections 92.02 (1), 99.02 (1), 92.02 (3), 177.01 (8), and 177.01 (11) of the Norwalk Municipal Code** passed unanimously by RC vote.

#### **Reports**

Greteman said he talked to St. John's Church. They are planning to put a five foot sidewalk in and they would partner with the City to put in the trail. He directed the City to send a letter stating that the church will have to take care of the path or put it back in if it is developed and someone tears it out.

Kuehl reported they brought in 50,470 bags for the Build It With Bags grant over five days.

Huston announced the pancake breakfast on Saturday from 6 a.m. to 11 a.m. with a small Easter Egg hunt at 11:30. The Fire Department will have their annual banquet on April 18<sup>th</sup>.

Jackson asked if they have started to plug in the extra shifts yet. Huston said the officers are working on the schedule. They are also working on bids to finish upstairs, including in kind and donated labor for plumbing and electrical.

Staples said a new officer will be on April 20<sup>th</sup>. Boy Scout Tyler Whitehead is doing an Eagle Scout project at the Public Safety Complex. He had his first lunch with the Chief this month and they will start a program where a police officer will read to the first graders a book about safety.

Hoskins said the NCIS projects are beginning including the bike trail and Holly. It is a really busy time. Greteman asked when Wakonda starts and Hoskins said they are scheduling a pre-construction meeting with the contractor. He anticipates it happening within the next three to four weeks.

Wagoner said he appreciates the work atmosphere at the City and everyone's positive attitudes. Eddleman noted that the Compost It! program began this week and Spring Clean Up is scheduled for April 25<sup>th</sup>.

Oliver said registration for RUNorwalk is underway and ends April 13<sup>th</sup>.

Phillips announced the Community Chat is April 11<sup>th</sup> at 9:00 a.m.

**Adjournment - 15-056**

Motion by Greteman, seconded by Isley to adjourn the meeting at 7:55 p.m. carried unanimously by voice vote.

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Tom Phillips, Mayor

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Jodi Eddleman, Deputy City Clerk



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No. 6  
For Meeting of 04.16.2015

**ITEM TITLE:** Consent Agenda

**CONTACT PERSON:** Marketa George Oliver, City Manager

**Expenditures**

This item is on the Agenda for the approval of payment per the attached claims list.

**Tax abatement(s)**

The following tax abatement applications were submitted for approval. According to Development Services, the paperwork is in order and I recommend approval for further processing.

Doerfeld Properties	930 Bottlebrush Road	New SFR	\$475,000
M. Thomas	9442 Foxtail Circle	New SFR	\$400,000
Hudson, B. and C.	413 Valencia Court	New SFR	\$298,822
Happe Homes LLP	121 West High Road	New SFR	\$225,000

**Liquor license(s)**

This item is on the Agenda for approval per the attached requests.

The Country Thang fundraiser for leukemia and lymphoma

**Receive and file report(s)**

The attached reports are submitted for informational purposes.

Monthly department reports for March.

**Ordinance reading(s)**

The attached are submitted for council approval to pass ordinances to the next reading.

First, of three, readings of proposed ordinance Amending the Master Plan and Rules, Regulation, and Guidelines for the Echo Valley Community Planned Unit Development as Contained in Ordinance No. 03-08.

Second, of three, reading of the ordinance amending the code of ordinances of the city of Norwalk, Iowa, Chapters 169 and 177, updating and clarifying Rental Housing Code requirements and Fees.

Second, of three, readings of an ordinance amending the code of ordinances of the city of Norwalk, Iowa, Chapter 177, updating Fire and EMS Fees.

Second of three, readings of an ordinance providing for a series of scheduled water rate and sewer rate adjustments, amending sections 92.02 (1), 99.02 (1), 92.02(3), 177.01(8), AND 177.01(11) of the Norwalk Municipal Code.

**Action item(s)**

The attached requests are submitted for council approval.

Resolution adopting MOU for the Central Iowa Code Consortium.

Resolution approving renewal of animal shelter services agreement with the Animal Rescue League.

Resolution approving renewal of phone services contract with CenturyLink.

RFP for audit services for the City of Norwalk.



☒ Resolution ☒ Ordinance ☒ Contract ☒ Other (Specify) \_\_\_\_\_

Funding Source: \_\_\_\_\_ Budget \_\_\_\_\_

APPROVED FOR SUBMITTAL \_\_\_\_\_



Marketa Oliver, City Manager

**STAFF RECOMMENDATION:** Approve consent agenda on a roll call vote.

PACKET: 03230 COUNCIL 04162015

VENDOR SET: 01 CITY OF NORWALK

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-003260	ADVENTURE LIGHTING					
I-45379		EQUIPMENT	293.75			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		EQUIPMENT		110 5-210-2-6350	OPERATIONAL EQUIPMENT RE	230.23
		EQUIPMENT		001 5-650-2-6310	BUILDING MAINTENANCE/REP	63.52
		=== VENDOR TOTALS ===	293.75			
=====						
01-008011	AHLERS & COONEY, P.C.					
I-690289		LABOR EMPLOYMENT LEGAL	2,076.65			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		LABOR EMPLOYMENT LEGAL		001 5-610-2-6410	LABOR RELATIONS EXPENSE	2,076.65
		=== VENDOR TOTALS ===	2,076.65			
=====						
01-002090	AIA CORPORATION					
I-1704919		CLOTHING ALLOW	277.51			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		CLOTHING ALLOW		001 5-150-1-6181	ALLOWANCES - UNIFORMS	277.51
I-1705649		CLOTHING ALLOW	98.17			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		CLOTHING ALLOW		001 5-150-1-6181	ALLOWANCES - UNIFORMS	98.17
I-1707385		CLOTHING ALOW	100.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		CLOTHING ALOW		001 5-150-1-6181	ALLOWANCES - UNIFORMS	100.00
		=== VENDOR TOTALS ===	475.68			
=====						
01-002498	AIRPORT SIGNS AND GRAPHICS					
I-16489		SUPPLIES	70.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		SUPPLIES		001 5-440-2-6507	OPERATING SUPPLIES	70.00
I-16507		PERMIT PARKING SIGNS	106.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		PERMIT PARKING SIGNS		405 5-751-3-6728	CAPITAL IMPROVEMENTS	106.00
		=== VENDOR TOTALS ===	176.00			

PACKET: 03230 COUNCIL 04162015

VENDOR SET: 01 CITY OF NORWALK

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-003243	AMERICAN TEST CENTER					
I-2150782		INSPECTION ANNUAL	410.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		INSPECTION ANNUAL		110 5-210-2-6490	CONSULTANT & PROFESSIONA	410.00
		=== VENDOR TOTALS ===	410.00			
=====						
01-003275	ASI					
I-157823		8YD TRASH SERVICE	50.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		8YD TRASH SERVICE		001 5-290-2-6404	COLLECTION COSTS	50.00
		=== VENDOR TOTALS ===	50.00			
=====						
01-002586	BETHANIE LAFFERTY					
I-YOGA 4/15		YOGA 4/15	169.05			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		YOGA 4/15		001 5-440-2-6413	PAYMENT FOR SERVICES	169.05
		=== VENDOR TOTALS ===	169.05			
=====						
01-003056	BLUE TARP FINANCIAL					
I-792054118		CAMERA TRAILER	213.94			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		CAMERA TRAILER		610 5-815-2-6350	OPERATIONAL EQUIPMENT RE	213.94
		=== VENDOR TOTALS ===	213.94			
=====						
01-002800	BOUND TREE MEDICAL					
I-81745048		MED SUPPLIES	3,174.33			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		MED SUPPLIES		001 5-160-2-6530	MEDICAL SUPPLIES	3,174.33
I-81745049		MED SUPPLIES	239.76			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		MED SUPPLIES		001 5-160-2-6530	MEDICAL SUPPLIES	239.76
I-81748302		MED SUPPLIES	997.24			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		MED SUPPLIES		001 5-160-2-6530	MEDICAL SUPPLIES	997.24
		=== VENDOR TOTALS ===	4,411.33			

PACKET: 03230 COUNCIL 04162015

VENDOR SET: 01 CITY OF NORWALK

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-003131	BROWN EQUIPMENT					
I-7405		REPAIR MOWER FERRIS	236.40			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		REPAIR MOWER FERRIS		001 5-460-2-6350	OPERATIONAL EQUIPMENT RE	236.40
		=== VENDOR TOTALS ===	236.40			
=====						
01-001589	BROWNELLS INC					
I-11065049.01		SUPPLIES	47.91			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		SUPPLIES		001 5-110-2-6507	OPERATING SUPPLIES	47.91
		=== VENDOR TOTALS ===	47.91			
=====						
01-001064	CITY OF WEST DES MOINES					
I-1548		WESTCOM EXP 04/15	14,143.32			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		WESTCOM EXP 04/15		001 5-180-2-6413	PAYMENTS TO OTHER AGENCI	14,143.32
		=== VENDOR TOTALS ===	14,143.32			
=====						
01-001162	CNM OUTDOOR EQUIPMENT					
I-104717		HANDHELD BLOWER	179.95			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		HANDHELD BLOWER		110 5-210-2-6417	STREET MAINTENANCE SUPPL	179.95
		=== VENDOR TOTALS ===	179.95			
=====						
01-000500	CONTRACT SPECIALTY LC					
I-37541		SUPPLIES	485.60			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		SUPPLIES		001 5-440-2-6507	OPERATING SUPPLIES	485.60
		=== VENDOR TOTALS ===	485.60			
=====						
01-000170	DES MOINES IRON					
I-1904583871		EQUIPMENT	89.18			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		EQUIPMENT		110 5-210-2-6350	OPERATIONAL EQUIPMENT RE	89.18
		=== VENDOR TOTALS ===	89.18			

PACKET: 03230 COUNCIL 04162015

VENDOR SET: 01 CITY OF NORWALK

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-000158	DES MOINES WATER WORKS					
I-201504101555	DMWW		22,846.39			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
	DMWW			600 5-811-2-6413	PAYMENT FOR SERVICES	22,846.39
I-201504101556	DMWW		365.13			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
	DMWW			600 5-811-2-6413	PAYMENT FOR SERVICES	365.13
	=== VENDOR TOTALS ===		23,211.52			
=====						
01-000090	DOWNEY TIRE					
I-25499	REPAIR GRADER		166.89			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
	REPAIR GRADER			110 5-210-2-6350	OPERATIONAL EQUIPMENT RE	166.89
I-27691	STREET SWEEPER REPAIR		395.42			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
	STREET SWEEPER REPAIR			110 5-270-2-6350	OPERATIONAL EQUIPMENT RE	395.42
	=== VENDOR TOTALS ===		562.31			
=====						
01-000216	ELECTRICAL ENGINEERING & EQUIP					
I-3259003	LIGHTS AT POOL		118.73			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
	LIGHTS AT POOL			001 5-499-2-6350	OPERATIONAL EQUIPMENT RE	118.73
	=== VENDOR TOTALS ===		118.73			
=====						
01-003054	EMS PROFESSIONALS INC					
I-7337	MED SUPPLIES		25.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
	MED SUPPLIES			001 5-160-2-6530	MEDICAL SUPPLIES	25.00
	=== VENDOR TOTALS ===		25.00			
=====						
01-000570	FAMILY MEDICINE NORWALK					
I-513440	PHYSICAL		344.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
	PHYSICAL			112 5-150-1-6190	FIREFIGHTER PHYSICALS	344.00
	=== VENDOR TOTALS ===		344.00			

PACKET: 03230 COUNCIL 04162015

VENDOR SET: 01 CITY OF NORWALK

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-000988		FIRE SERVICE TRAINING BUREAU				
=====						
I-201504101544		EDU/TRAINING	20.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		EDU/TRAINING		001 5-150-1-6240	MEETING & CONFERENCES	20.00
=====						
I-201504101545		EDU/TRAINING	50.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		EDU/TRAINING		001 5-150-1-6240	MEETING & CONFERENCES	50.00
=== VENDOR TOTALS ===			70.00			
=====						
01-001312		GE CAPITAL				
=====						
I-62487279		COPIER LEASE	1,040.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		COPIER LEASE		001 5-650-2-6415	RENTS & LEASES	520.00
		COPIER LEASE		001 5-150-2-6415	RENTS & LEASES	520.00
=== VENDOR TOTALS ===			1,040.00			
=====						
01-003404		GOLF CARS OF IOWA				
=====						
I-1499		2003 EZ GO TXT	4,500.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		2003 EZ GO TXT		405 5-751-3-6728	CAPITAL IMPROVEMENTS	4,500.00
=== VENDOR TOTALS ===			4,500.00			
=====						
01-003363		GREGG YOUNG				
=====						
I-306916		VEHICLE REPAIR AMBU	199.64			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		VEHICLE REPAIR AMBU		001 5-160-2-6331	VEHICLE OPERATIONS	199.64
=====						
I-603736		REPAIR 28	129.88			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		REPAIR 28		001 5-299-2-6350	OPERATIONAL EQUIPMENT RE	129.88
=== VENDOR TOTALS ===			329.52			
=====						
01-001079		GRIMES ASPHALT AND PAVING CO				
=====						
I-11155		COLD MIX	407.34			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		COLD MIX		110 5-210-2-6417	STREET MAINTENANCE SUPPL	407.34
=== VENDOR TOTALS ===			407.34			

PACKET: 03230 COUNCIL 04162015

VENDOR SET: 01 CITY OF NORWALK

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-000349 HARVEY'S AUTOMOTIVE &						
I-03312015		REPAIRS/SUPPLIES	1,264.31			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		REPAIRS		001 5-150-2-6332	VEHICLE REPAIR	43.25
		REPAIRS		001 5-430-2-6332	VEHICLE REPAIR	114.06
		REPAIRS		001 5-430-2-6332	VEHICLE REPAIR	25.63
		REPAIRS		001 5-430-2-6332	VEHICLE REPAIR	8.27
		REPAIRS		001 5-150-2-6332	VEHICLE REPAIR	302.53
		REPAIRS		001 5-430-2-6332	VEHICLE REPAIR	3.50
		REPAIRS		001 5-150-2-6332	VEHICLE REPAIR	15.44
		REPAIRS		001 5-150-2-6332	VEHICLE REPAIR	23.72
		REPAIRS		610 5-815-2-6350	OPERATIONAL EQUIPMENT RE	105.98
		REPAIRS		610 5-815-2-6332	VEHICLE REPAIR	26.58
		REPAIRS		110 5-210-2-6331	VEHICLE OPERATIONS	113.28
		REPAIRS		001 5-150-2-6332	VEHICLE REPAIR	177.80
		REPAIRS/SUPPLIES		001 5-430-2-6332	VEHICLE REPAIR	215.71
		REPAIRS/SUPPLIES		001 5-110-2-6332	VEHICLE REPAIR	28.48
		REPAIRS/SUPPLIES		110 5-210-2-6332	VEHICLE REPAIR	11.65
		REPAIRS/SUPPLIES		110 5-210-2-6350	OPERATIONAL EQUIPMENT RE	48.43
		=== VENDOR TOTALS ===	1,264.31			
=====						
01-000547 HEARTLAND TECHNOLOGY						
I-129936		INSTALL WIRELESS	1,128.75			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		INSTALL WIRELESS		001 5-670-2-6350	OPERATIONAL EQUIPMENT RE	1,128.75
		=== VENDOR TOTALS ===	1,128.75			
=====						
01-003546 HIWAY TRUCK EQUIPMENT						
I-53532		EQUIPMENT	295.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		EQUIPMENT		110 5-250-2-6350	OPERATIONAL EQUIPMENT RE	295.00
		=== VENDOR TOTALS ===	295.00			
=====						
01-003547 HOLLY BLAKE						
I-REFUND		REFUND	33.25			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		REFUND		001 5-440-2-6420	REFUNDS	33.25
		=== VENDOR TOTALS ===	33.25			

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-002937		INDEPENDENT PUBLIC ADVISORS LL				
I-20156		QUARTERLY RETAINER SERV	2,300.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		QUARTERLY RETAINER SERV		125 5-535-2-6490	CONSULTANT & PROFESSIONA	2,300.00
		=== VENDOR TOTALS ===	2,300.00			

01-000143 INDOFF INC

I-2586270 1		SUPLIES	129.91			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		SUPLIES		001 5-150-2-6506	OFFICE SUPPLIES	129.91
I-2606986		SUPPLIES	372.95			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		SUPPLIES		001 5-110-2-6506	OFFICE SUPPLIES	372.95
I-2609874		SUPLIES	482.53			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		SUPLIES		001 5-650-2-6506	OFFICE SUPPLIES	127.40
		SUPLIES		001 5-170-2-6506	OFFICE SUPPLIES	317.43
		SUPLIES		001 5-150-2-6506	OFFICE SUPPLIES	24.39
		SUPLIES		600 5-811-2-6506	OFFICE SUPPLIES	13.31
		=== VENDOR TOTALS ===	985.39			

01-005919 IOWA LAW ENFORCEMENT ACADEMY

I-301966		IOWA LAW ENFORCEMENT ACADEMY	180.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		IOWA LAW ENFORCEMENT ACADEMY		001 5-110-2-6413	PAYMENT FOR SERVICES	180.00
		=== VENDOR TOTALS ===	180.00			

01-000821 IOWA MEDICAID ENTERPRISE

I-REFUND		REFUND	173.61			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		REFUND		001 5-160-2-6420	REFUNDS	173.61
		=== VENDOR TOTALS ===	173.61			



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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-002843 IOWA POLICE CHIEFS ASSOCIATION						
I-201504101552		LECC CONFERENCE	125.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		LECC CONFERENCE		001 5-110-1-6240	MEETING & CONFERENCES	125.00
=== VENDOR TOTALS ===			125.00			
=====						
01-002671 JAMES OIL COMPANY LLC						
I-51446 51447		FUEL	9,333.24			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		FUEL		110 5-210-2-6333	FUEL	9,333.24
=== VENDOR TOTALS ===			9,333.24			
=====						
01-002282 JESTER INSURANCE SERVICES INC						
I-122083		CANINE COVE	54.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		CANINE COVER		001 5-620-2-6408	INSURANCE/GENERAL	54.00
=== VENDOR TOTALS ===			54.00			
=====						
01-000142 JP COOKE CO						
I-336240		2015 DOG TAGS	52.47			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		2015 DOG TAGS		001 5-190-2-6507	OPERATING SUPPLIES	52.47
=== VENDOR TOTALS ===			52.47			
=====						
01-000542 KELLY CORTUM INC						
I-28994		STORM DRAINAGE KITTERMAN	16,375.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		STORM DRAINAGE KITTERMAN		740 5-865-3-6728	CAPITAL IMPROVEMENTS	16,375.00
=== VENDOR TOTALS ===			16,375.00			
=====						
01-001750 KELTEK INCORPORATED						
I-6765		VEHICLE REPAIR	346.40			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		VEHICLE REPAIR		001 5-150-2-6332	VEHICLE REPAIR	346.40
=== VENDOR TOTALS ===			346.40			

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-005969	KOCH BROTHERS					
I-159618		OFFICE EQUIP	794.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		OFFICE EQUIP		001 5-650-3-6721	FURNITURE & FIXTURES	794.00
		=== VENDOR TOTALS ===	794.00			
=====						
01-001502	KUEHL, NANCY					
I-201504101554		EASTER EGG HUNT	115.27			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		EASTER EGG HUNT		001 5-440-2-6507	OPERATING SUPPLIES	115.27
		=== VENDOR TOTALS ===	115.27			
=====						
01-001646	LARUE DISTRIBUTING INC					
I-2700 2423169		SUPPLIES	144.03			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		SUPPLIES		001 5-110-2-6507	OPERATING SUPPLIES	144.03
		=== VENDOR TOTALS ===	144.03			
=====						
01-000893	LEHMER, GARY					
I-201504101553		LEHMER, GARY	28.20			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		LEHMER, GARY		110 5-210-1-6181	ALLOWANCES - UNIFORMS	28.20
		=== VENDOR TOTALS ===	28.20			
=====						
01-002230	LIVING MAGAZINE					
I-339823 339824		MAGAZINE	1,998.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		MAGAZINE		160 5-520-2-6413	PAYMENT FOR SERVICES	1,998.00
		=== VENDOR TOTALS ===	1,998.00			
=====						
01-000399	MARY JANE SHARP					
I-201504101547		STEP BENCH INTERVAL	737.45			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		STEP BENCH INTERVAL		001 5-440-2-6413	PAYMENT FOR SERVICES	737.45
		=== VENDOR TOTALS ===	737.45			

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-001677 MCCLURE ENGINEERING CO						
I-2613013		NCIS IMPROVEMENTS	6,400.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		NCIS IMPROVEMENTS		405 5-751-3-6490	CONSULT & PROF FEES NCIS	6,400.00
		=== VENDOR TOTALS ===	6,400.00			
=====						
01-000644 MENARDS						
I-87233		SUPPLIES	233.68			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		SUPPLIES		610 5-815-3-6728	CAPITAL IMPROVEMENTS	233.68
I-87723		SUPPLIES	240.59			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		SUPPLIES		610 5-815-3-6728	CAPITAL IMPROVEMENTS	16.98
		SUPPLIES		110 5-210-2-6417	STREET MAINTENANCE SUPPL	223.61
I-88001		IMPROVEMENTS	200.37			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		IMPROVEMENTS		610 5-815-3-6728	CAPITAL IMPROVEMENTS	200.37
I-88506		SUPPLIES	212.75			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		SUPPLIES		110 5-210-2-6417	STREET MAINTENANCE SUPPL	212.75
		=== VENDOR TOTALS ===	887.39			
=====						
01-005343 METRO WASTE AUTHORITY						
I-201504101557		COMPOST IT CARTS/SUBSCRIPTION	8,610.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		COMPOST IT CARTS/SUBSCRIPTIONS		001 5-290-2-6404	COLLECTION COSTS	8,610.00
I-70005352		METRO WASTE AUTHORITY	8,564.80			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		METRO WASTE AUTHORITY		001 5-290-2-6404	COLLECTION COSTS	8,564.80
		=== VENDOR TOTALS ===	17,174.80			
=====						
01-000410 MIDAMERICAN ENERGY						
I-032015		UTILITIES	35,688.64			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		UTILITIES		110 5-230-2-6371	ELECTRIC/GAS EXPENSE	17,957.12
		UTILITIES		001 5-110-2-6371	ELECTRIC/GAS EXPENSE	6,762.23
		UTILITIES		600 5-810-2-6371	ELECTRIC/GAS EXPENSE	186.52
		UTILITIES		110 5-240-2-6371	ELECTRIC/GAS EXPENSE	133.58
		UTILITIES		610 5-815-2-6371	ELECTRIC/GAS EXPENSE	1,211.48
		UTILITIES		001 5-430-2-6371	ELECTRIC/GAS EXPENSE	112.01
		UTILITIES		001 5-299-2-6371	ELECTRIC/GAS EXPENSE	4,242.27

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=====						
01-000410	MIDAMERICAN ENERGY	( ** CONTINUED ** )				
		UTILITIES		001 5-499-2-6371	ELECTRIC/GAS EXPENSE	248.35
		UTILITIES		001 5-410-2-6371	ELECTRIC/GAS EXPENSE	3,291.82
		UTILITIES		001 5-460-2-6371	ELECTRIC/GAS EXPENSE	474.15
		UTILITIES		001 5-650-2-6371	ELECTRIC/GAS EXPENSE	1,069.11
		=== VENDOR TOTALS ===	35,688.64			
=====						
01-002078	MIDWEST K-9 DETECTION & CONSUL					
I-201504101546	CONF		60.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
	CONF			001 5-110-1-6240	MEETING & CONFERENCES	60.00
		=== VENDOR TOTALS ===	60.00			
=====						
01-000618	MUNICIPAL SUPPLY					
I-585547	SUPPLIES		1,368.50			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
	SUPPLIES			600 5-810-2-6507	OPERATING SUPPLIES	1,368.50
I-586515	1 GAL IPERL MTR		4,262.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
	1 GAL IPERL MTR			600 5-810-3-6728	CAPITAL IMPROVEMENTS	4,262.00
		=== VENDOR TOTALS ===	5,630.50			
=====						
01-000656	NORTH WARREN TOWN & COUNTY NEW					
I-0219	EMPLOYEE SUMMER JOB AD		7.60			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
	EMPLOYEE SUMMER JOB AD			001 5-440-2-6507	OPERATING SUPPLIES	7.60
I-03272015	PUBLIC HEARING 4 2 15		18.60			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
	PUBLIC HEARING 4 2 15			001 5-650-2-6414	PRINTING & PUBLISHING EX	18.60
		=== VENDOR TOTALS ===	26.20			
=====						
01-000471	NORWALK CHAMBER OF COMMERCE					
I-APRIL 2015	CHAMBER BUCKS/WELLNESS INCENT		150.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
	CHAMBER BUCKS/WELLNESS INCENT			112 5-650-1-6180	WELLNESS PROGRAM	150.00
		=== VENDOR TOTALS ===	150.00			

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=====							
01-000659 NORWALK HARDWARE & AUTO							
I-03 31 2015		SUPPLIES	580.25				
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N			
		SUPPLIES		001 5-650-2-6507	OPERATING SUPPLIES	16.98	
		SUPPLIES		001 5-410-2-6507	OPERATING SUPPLIES	10.99	
		SUPPLIES		001 5-440-2-6507	OPERATING SUPPLIES	123.77	
		SUPPLIES		600 5-810-2-6507	OPERATING SUPPLIES	8.99	
		SUPPLIES		110 5-210-2-6507	OPERATING SUPPLIES	419.52	
		=== VENDOR TOTALS ===	580.25				
=====							
01-000253 OREILLY AUTO PARTS							
I-342 165524		REPAIR VEHICLE	240.86				
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N			
		REPAIR VEHICLE		001 5-150-2-6332	VEHICLE REPAIR	240.86	
		=== VENDOR TOTALS ===	240.86				
=====							
01-002833 SAMS CLUB							
I-201504101551		SUPPLIES	554.87				
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N			
		SUPPLIES		001 5-460-2-6507	OPERATING SUPPLIES	408.09	
		SUPPLIES		001 5-440-2-6507	OPERATING SUPPLIES	76.90	
		SUPPLIES		001 5-440-2-6506	OFFICE SUPPLIES	69.88	
		=== VENDOR TOTALS ===	554.87				
=====							
01-000765 SCOTTS FOODS							
I-04012015		SUPPLIES	200.21				
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N			
		SUPPLIES		001 5-299-2-6350	OPERATIONAL EQUIPMENT RE	14.12	
		SUPPLIES		001 5-410-2-6417	PROGRAMMING	23.38	
		SUPPLIES		001 5-160-1-6240	MEETING & CONFERENCES	13.78	
		SUPPLIES		001 5-160-2-6507	OPERATING SUPPLIES	8.62	
		SUPPLIES		001 5-150-1-6230	EDUCATION AND TRAINING	65.27	
		SUPPLIES		110 5-210-2-6507	OPERATING SUPPLIES	48.99	
		SUPPLIES		001 5-110-2-6310	BUILDING MAINTENANCE/REP	8.07	
		SUPPLIES		001 5-650-1-6240	MEETING & CONFERENCES	17.98	
		=== VENDOR TOTALS ===	200.21				

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=====						
01-002691   SIMPLEX GRINNELL						
I-77691743		OPERATING EQUIP	147.49			
4/16/2015	AP	DUE:   4/16/2015   DISC:   4/16/2015		1099: N		
		OPERATING EQUIP		110 5-210-2-6507	OPERATING SUPPLIES	147.49
=====						
I-77691744		INSP FIRE ALARM SYST	442.32			
4/16/2015	AP	DUE:   4/16/2015   DISC:   4/16/2015		1099: N		
		INSP FIRE ALARM SYST		001 5-650-2-6413	PAYMENT FOR SERVICES	442.32
=====						
I-77691746		OPERATING EQUIP	372.98			
4/16/2015	AP	DUE:   4/16/2015   DISC:   4/16/2015		1099: N		
		OPERATING EQUIP		110 5-210-2-6507	OPERATING SUPPLIES	372.98
=====						
I-77691964		OPERATING EQUIP	535.45			
4/16/2015	AP	DUE:   4/16/2015   DISC:   4/16/2015		1099: N		
		OPERATING EQUIP		110 5-210-2-6507	OPERATING SUPPLIES	535.45
		=== VENDOR TOTALS ===	1,498.24			
=====						
01-000528   STAR EQUIPMENT						
I-1503547		EQUIPMENT	132.77			
4/16/2015	AP	DUE:   4/16/2015   DISC:   4/16/2015		1099: N		
		EQUIPMENT		001 5-150-2-6350	OPERATIONAL EQUIPMENT RE	132.77
		=== VENDOR TOTALS ===	132.77			
=====						
01-000956   TERMINIX INTERNATIONAL						
I-343802206		PEST CONTROL	64.00			
4/16/2015	AP	DUE:   4/16/2015   DISC:   4/16/2015		1099: N		
		PEST CONTROL		001 5-650-2-6413	PAYMENT FOR SERVICES	64.00
		=== VENDOR TOTALS ===	64.00			
=====						
01-001544   THE GREATER DES MOINES PARTNER						
I-201504101548		DC TRIP	9,000.00			
4/16/2015	AP	DUE:   4/16/2015   DISC:   4/16/2015		1099: N		
		DC TRIP		160 5-520-1-6240	MEETING & CONFERENCES	9,000.00
		=== VENDOR TOTALS ===	9,000.00			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-001999	USA	BLUE BOOK				
I-599438		EQUIPMENT	1,135.79			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		EQUIPMENT		600 5-810-2-6504	MINOR EQUIPMENT	1,135.79
I-602321		SUPPLIES	236.92			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		SUPPLIES		600 5-810-2-6507	OPERATING SUPPLIES	236.92
		=== VENDOR TOTALS ===	1,372.71			
=====						
01-001052	VEENSTRA & KIMM	INC.				
I-14264 1		NW TRUNK SEWER EXT	984.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		NW TRUNK SEWER EXT		615 5-819-3-6490	CONSULTANT & PROFESSIONA	984.00
I-14265 1		NW TRUNK SEWER EXT	1,509.40			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		NW TRUNK SEWER EXT		615 5-819-3-6490	CONSULTANT & PROFESSIONA	1,509.40
I-14267 014 1		LEGACY SOUTH DETENTION POND	338.50			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		LEGACY SOUTH DETENTION POND		001 5-599-2-6490	CONSULTANT & PROFESSIONA	338.50
I-14267013 2		LEGACY 18	377.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		LEGACY 18		001 5-599-2-6490	CONSULTANT & PROFESSIONA	377.00
I-14267015		LEGACY 8 9 FINAL PLAT	377.00			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		LEGACY 8 9 FINAL PLAT		001 5-599-2-6490	CONSULTANT & PROFESSIONA	377.00
I-14270 5		NORWALK TRAIL STUDY	3,745.25			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		NORWALK TRAIL STUDY		325 5-430-2-6490	CONSULTANT & PROFESSIONA	3,745.25
I-14271 6		COLONIAL PKWY	2,192.04			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		COLONIAL PKWY		385 5-210-3-6490	CONSULTANT & PROFESSIONA	2,192.04
I-14274 5		ORCHARD VIEW DETENTION	6,426.97			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		ORCHARD VIEW DETENTION		420 5-865-2-6490	CONSULTING & PROFESSIONA	6,426.97
I-14278 4		STORMWATER GREENBELT	20,263.83			
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N		
		STORMWATER GREENBELT		420 5-599-2-6490	CONSULTING & PROFESSIONA	20,263.83
		=== VENDOR TOTALS ===	36,213.99			

PACKET: 03230 COUNCIL 04162015

VENDOR SET: 01 CITY OF NORWALK

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-003545	WADE WAGONER						
=====							
I-201504101549		REIMBURSEMENT	156.85				
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N			
		REIMBURSEMENT		001 5-599-3-6725	OFFICE EQUIPMENT	156.85	
=====							
I-201504101550		REIMBURSEMENT	46.84				
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N			
		REIMBURSEMENT		001 5-599-1-6182	ALLOWANCES	46.84	
=====							
=== VENDOR TOTALS ===			203.69				
=====							
01-003295	WDM TRUE VALUE						
=====							
I-26505		STORM DRAINAGE	67.20				
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N			
		STORM DRAINAGE		110 5-270-3-6765	STORM DRAINAGE	67.20	
=====							
I-332993		STORM DRAINAGE HOLLY	34.16				
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N			
		STORM DRAINAGE HOLLY		110 5-270-3-6765	STORM DRAINAGE	34.16	
=====							
I-683084		STORM DRAINAGE	22.49				
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N			
		STORM DRAINAGE		110 5-270-3-6765	STORM DRAINAGE	22.49	
=====							
I-683173		STORM DRAINAGE	42.29				
4/16/2015	AP	DUE: 4/16/2015 DISC: 4/16/2015		1099: N			
		STORM DRAINAGE		110 5-270-3-6765	STORM DRAINAGE	42.29	
=====							
=== VENDOR TOTALS ===			166.14				
=====							
=== PACKET TOTALS ===			206,775.81				



PACKET: 03230 COUNCIL 04162015

VENDOR SET: 01 CITY OF NORWALK

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

## \*\* T O T A L S \*\*

INVOICE TOTALS 206,775.81

DEBIT MEMO TOTALS 0.00

CREDIT MEMO TOTALS 0.00

BATCH TOTALS 206,775.81

## \*\* G/L ACCOUNT TOTALS \*\*

				=====LINE ITEM=====		=====GROUP BUDGET=====	
BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET OVER AVAILABLE BUDG
2014-2015	001-2020		ACCOUNTS PAYABLE	66,122.32-*			
	001-5-110-1-6240		MEETING & CONFERENCES	185.00	2,900	420.88	
	001-5-110-2-6310		BUILDING MAINTENANCE/REP	8.07	25,000	2,737.29	
	001-5-110-2-6332		VEHICLE REPAIR	28.48	17,500	9,133.73	
	001-5-110-2-6371		ELECTRIC/GAS EXPENSE	6,762.23	30,700	2,754.96- Y	
	001-5-110-2-6413		PAYMENT FOR SERVICES	180.00	15,000	9,200.61	
	001-5-110-2-6506		OFFICE SUPPLIES	372.95	4,500	1,682.21	
	001-5-110-2-6507		OPERATING SUPPLIES	191.94	17,000	10,982.38	
	001-5-150-1-6181		ALLOWANCES - UNIFORMS	475.68	5,500	284.59	
	001-5-150-1-6230		EDUCATION AND TRAINING	65.27	6,750	616.14	
	001-5-150-1-6240		MEETING & CONFERENCES	70.00	1,000	289.24	
	001-5-150-2-6332		VEHICLE REPAIR	1,150.00	10,000	2,120.75- Y	
	001-5-150-2-6350		OPERATIONAL EQUIPMENT RE	132.77	8,000	955.16	
	001-5-150-2-6415		RENTS & LEASES	520.00	3,120	198.31- Y	
	001-5-150-2-6506		OFFICE SUPPLIES	154.30	1,250	899.99	
	001-5-160-1-6240		MEETING & CONFERENCES	13.78	1,500	1,209.17	
	001-5-160-2-6331		VEHICLE OPERATIONS	199.64	12,000	7,282.92	
	001-5-160-2-6420		REFUNDS	173.61	1,000	821.39	
	001-5-160-2-6507		OPERATING SUPPLIES	8.62	1,800	1,320.61	
	001-5-160-2-6530		MEDICAL SUPPLIES	4,436.33	27,000	2,237.84	
	001-5-170-2-6506		OFFICE SUPPLIES	317.43	400	82.57	
	001-5-180-2-6413		PAYMENTS TO OTHER AGENCI	14,143.32	127,077	17,116.44- Y	
	001-5-190-2-6507		OPERATING SUPPLIES	52.47	300	113.78	
	001-5-290-2-6404		COLLECTION COSTS	17,224.80	419,000	52,345.39	
	001-5-299-2-6350		OPERATIONAL EQUIPMENT RE	144.00	4,500	2,974.59	
	001-5-299-2-6371		ELECTRIC/GAS EXPENSE	4,242.27	22,000	7,335.90	
	001-5-410-2-6371		ELECTRIC/GAS EXPENSE	3,291.82	20,000	2,003.94	
	001-5-410-2-6417		PROGRAMMING	23.38	10,000	2,594.37	
	001-5-410-2-6507		OPERATING SUPPLIES	10.99	10,000	124.23	
	001-5-430-2-6332		VEHICLE REPAIR	367.17	1,500	4,569.15- Y	
	001-5-430-2-6371		ELECTRIC/GAS EXPENSE	112.01	2,200	188.93	

PACKET: 03230 COUNCIL 04162015

VENDOR SET: 01 CITY OF NORWALK

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

## \*\* G/L ACCOUNT TOTALS \*\*

BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
		001-5-440-2-6413	PAYMENT FOR SERVICES	906.50	40,000	13,642.66		
		001-5-440-2-6420	REFUNDS	33.25	3,000	1,862.70		
		001-5-440-2-6506	OFFICE SUPPLIES	69.88	800	488.89		
		001-5-440-2-6507	OPERATING SUPPLIES	879.14	30,000	11,695.32		
		001-5-460-2-6350	OPERATIONAL EQUIPMENT RE	236.40	5,000	2,138.11- Y		
		001-5-460-2-6371	ELECTRIC/GAS EXPENSE	474.15	4,500	1,145.31		
		001-5-460-2-6507	OPERATING SUPPLIES	408.09	1,500	645.37		
		001-5-499-2-6350	OPERATIONAL EQUIPMENT RE	118.73	3,000	498.88		
		001-5-499-2-6371	ELECTRIC/GAS EXPENSE	248.35	9,000	970.01- Y		
		001-5-599-1-6182	ALLOWANCES	46.84	300	5,116.73- Y		
		001-5-599-2-6490	CONSULTANT & PROFESSIONA	1,092.50	59,000	7,227.83		
		001-5-599-3-6725	OFFICE EQUIPMENT	156.85	1,000	643.15		
		001-5-610-2-6410	LABOR RELATIONS EXPENSE	2,076.65	1,500	3,403.30- Y		
		001-5-620-2-6408	INSURANCE/GENERAL	54.00	136,000	479.00		
		001-5-650-1-6240	MEETING & CONFERENCES	17.98	2,500	131.87		
		001-5-650-2-6310	BUILDING MAINTENANCE/REP	63.52	5,000	1,465.25- Y		
		001-5-650-2-6371	ELECTRIC/GAS EXPENSE	1,069.11	6,800	76.24		
		001-5-650-2-6413	PAYMENT FOR SERVICES	506.32	4,500	1,574.18		
		001-5-650-2-6414	PRINTING & PUBLISHING EX	18.60	7,000	6,119.55		
		001-5-650-2-6415	RENTS & LEASES	520.00	5,100	15.28- Y		
		001-5-650-2-6506	OFFICE SUPPLIES	127.40	4,500	1,156.26		
		001-5-650-2-6507	OPERATING SUPPLIES	16.98	3,000	1,582.28		
		001-5-650-3-6721	FURNITURE & FIXTURES	794.00	0	794.00- Y		
		001-5-670-2-6350	OPERATIONAL EQUIPMENT RE	1,128.75	1,000	128.75- Y		
		110-2020	ACCOUNTS PAYABLE	31,926.44-*				
		110-5-210-1-6181	ALLOWANCES - UNIFORMS	28.20	4,550	49.74		
		110-5-210-2-6331	VEHICLE OPERATIONS	113.28	35,000	10,452.61		
		110-5-210-2-6332	VEHICLE REPAIR	11.65	16,000	3,370.84		
		110-5-210-2-6333	FUEL	9,333.24	90,000	11,371.88		
		110-5-210-2-6350	OPERATIONAL EQUIPMENT RE	534.73	11,900	1,923.08		
		110-5-210-2-6417	STREET MAINTENANCE SUPPL	1,023.65	75,000	4,581.75		
		110-5-210-2-6490	CONSULTANT & PROFESSIONA	410.00	5,000	3,428.63		
		110-5-210-2-6507	OPERATING SUPPLIES	1,524.43	15,000	2,756.33		
		110-5-230-2-6371	ELECTRIC/GAS EXPENSE	17,957.12	102,800	7,840.01		
		110-5-240-2-6371	ELECTRIC/GAS EXPENSE	133.58	750	17.60		
		110-5-250-2-6350	OPERATIONAL EQUIPMENT RE	295.00	12,000	3,840.83		
		110-5-270-2-6350	OPERATIONAL EQUIPMENT RE	395.42	0	395.42- Y		
		110-5-270-3-6765	STORM DRAINAGE	166.14	10,000	6,353.38		
		112-2020	ACCOUNTS PAYABLE	494.00-*				
		112-5-150-1-6190	FIREFIGHTER PHYSICALS	344.00	4,000	472.00		
		112-5-650-1-6180	WELLNESS PROGRAM	150.00	12,000	4,300.26		
		125-2020	ACCOUNTS PAYABLE	2,300.00-*				
		125-5-535-2-6490	CONSULTANT & PROFESSIONA	2,300.00	103,500	11,067.87- Y	2,958,763	387,147.23
		160-2020	ACCOUNTS PAYABLE	10,998.00-*				
		160-5-520-1-6240	MEETING & CONFERENCES	9,000.00	16,000	4,508.53		

PACKET: 03230 COUNCIL 04162015

VENDOR SET: 01 CITY OF NORWALK

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

## \*\* G/L ACCOUNT TOTALS \*\*

BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
		160-5-520-2-6413	PAYMENT FOR SERVICES	1,998.00	42,100	12,768.76- Y		
		325-2020	ACCOUNTS PAYABLE	3,745.25-*				
		325-5-430-2-6490	CONSULTANT & PROFESSIONA	3,745.25	0	15,814.00- Y		
		385-2020	ACCOUNTS PAYABLE	2,192.04-*				
		385-5-210-3-6490	CONSULTANT & PROFESSIONA	2,192.04	0	2,192.04- Y		
		405-2020	ACCOUNTS PAYABLE	11,006.00-*				
		405-5-751-3-6490	CONSULT & PROF FEES NCIS	6,400.00	0	51,942.25- Y		
		405-5-751-3-6728	CAPITAL IMPROVEMENTS	4,606.00	0	4,606.00- Y		
		420-2020	ACCOUNTS PAYABLE	26,690.80-*				
		420-5-599-2-6490	CONSULTING & PROFESSIONA	20,263.83	0	20,263.83- Y		
		420-5-865-2-6490	CONSULTING & PROFESSIONA	6,426.97	0	6,426.97- Y		
		600-2020	ACCOUNTS PAYABLE	30,423.55-*				
		600-5-810-2-6371	ELECTRIC/GAS EXPENSE	186.52	2,000	1,301.39		
		600-5-810-2-6504	MINOR EQUIPMENT	1,135.79	3,000	390.97- Y		
		600-5-810-2-6507	OPERATING SUPPLIES	1,614.41	55,000	21,155.55		
		600-5-810-3-6728	CAPITAL IMPROVEMENTS	4,262.00	199,000	176,336.55		
		600-5-811-2-6413	PAYMENT FOR SERVICES	23,211.52	400,000	79,175.31		
		600-5-811-2-6506	OFFICE SUPPLIES	13.31	100	22.24		
		610-2020	ACCOUNTS PAYABLE	2,009.01-*				
		610-5-815-2-6332	VEHICLE REPAIR	26.58	4,000	2,817.43		
		610-5-815-2-6350	OPERATIONAL EQUIPMENT RE	319.92	8,000	1,729.92		
		610-5-815-2-6371	ELECTRIC/GAS EXPENSE	1,211.48	9,000	1,976.43		
		610-5-815-3-6728	CAPITAL IMPROVEMENTS	451.03	19,656	3,213.68		
		615-2020	ACCOUNTS PAYABLE	2,493.40-*				
		615-5-819-3-6490	CONSULTANT & PROFESSIONA	2,493.40	0	2,822.27- Y		
		740-2020	ACCOUNTS PAYABLE	16,375.00-*				
		740-5-865-3-6728	CAPITAL IMPROVEMENTS	16,375.00	250,000	233,625.00		
		999-1300	DUE FROM 001-GENERAL FUN	66,122.32 *				
		999-1303	DUE FROM 110-ROAD USE TA	31,926.44 *				
		999-1304	DUE FROM 112-SPECIAL REV	494.00 *				
		999-1305	DUE FROM 125-TIF	2,300.00 *				
		999-1307	DUE FROM 160-ECONOMIC DE	10,998.00 *				
		999-1317	DUE FROM 600-WATER FUND	30,423.55 *				
		999-1322	DUE FROM 615-CIP-SEWER P	2,493.40 *				
		999-1324	DUE FROM 740-STORM WATER	16,375.00 *				
		999-1331	DUE FROM 610-SEWER FUND	2,009.01 *				
		999-1337	DUE FROM 325 - CIP LEGAC	3,745.25 *				
		999-1341	DUE FROM -- 405 CIP Lake	11,006.00 *				
		999-1385	DUE FROM 385	2,192.04 *				
		999-1405	DUE FROM 420 STORM WATER	26,690.80 *				
		** 2014-2015 YEAR TOTALS		206,775.81				

PACKET: 03230 COUNCIL 04162015

VENDOR SET: 01 CITY OF NORWALK

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

## \*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
001	4/2015	66,122.32
110	4/2015	31,926.44
112	4/2015	494.00
125	4/2015	2,300.00
160	4/2015	10,998.00
325	4/2015	3,745.25
385	4/2015	2,192.04
405	4/2015	11,006.00
420	4/2015	26,690.80
600	4/2015	30,423.55
610	4/2015	2,009.01
615	4/2015	2,493.40
740	4/2015	16,375.00

NO ERRORS

NO WARNINGS

\*\* END OF REPORT \*\*

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

**Liquor license summary for April 16 council meeting**

Business Name:	The Country Thang
Address:	9445 Switchgrass
License Number:	
Type of License:	5 day license
Type of Request:	New
Dates:	04/24/2015 from 3 p.m. to 10 p.m.
Sketch on file	x
deed on file	x
Premises Address correct	x
Notarized Statement	x
Premise zoned correctly	x
Dram Shop: provided by applicants insurance company.	x
Police background check run:	x
City Clerks office:	x

cc: Chief Staples

cc: Jamie Loffredo

April 16, 2015

### **REQUEST FOR PROPOSALS (RFP)**

The City of Norwalk, Iowa, will receive proposals for audit services relating to annual audits for three fiscal years ending 2015, 2016 and 2017. Attached is information relating to minimum specifications of services, data to be included in the proposal and evaluation criteria.

Sealed proposals will be accepted until 4:30 P.M., May 29, 2015, at the office of the City Clerk in Norwalk, Iowa. If mailed, the proposals should be sent to:

Jodi Eddleman, Deputy City Clerk  
City Hall  
705 North Avenue  
Norwalk, IA 50211

Those submitting sealed proposals should indicate on the outside of the envelope in the lower left hand corner that it is a sealed proposal for the RFP- Audit and the name of the firm submitting the proposal.

Further information may be obtained from Jodi Eddleman at 515-981-0228, ext. 2232.

City of Norwalk

## I. SPECIFIC REQUIREMENTS

1. The City of Norwalk reserves the right to reject any, and all proposals received.
2. Only proposals received at the location described and in the timeframe given will be given consideration.
3. The original and one copy of the enclosed contract should be completed and manually signed by a partner of the firm submitting the proposal.

4. The audit shall be performed in accordance with the following:  
U.S. generally accepted auditing standards

The standard for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States.

The single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, local Governments, and Non-Profit Organizations, when applicable.

5. The fees quoted in your proposal and included in the contract will be the maximum paid per hour and in total, unless an amendment to the contract completed by both parties
6. The audit report should conform to:  
Reporting formats specified by the State Auditor's Office.

AICPA Audit Guides.

Governmental Accounting Standards Board reporting requirements.

The requirements of the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local governments, and Non-Profit Organizations, when applicable.

7. The audit report should include a management letter, if appropriate, which includes recommendations related to the

- financial statements, internal control, accounting systems, and compliance issues.
8. Bound copies of the report, including the management letter, in a quantity sufficient to meet the needs of the City are required to be provided by the firm awarded the contract. In addition the form shall be submitted in electronic format.
  9. Three bound copies of the report, including the management letter, a detailed per diem audit bill, and a copy of the news release shall be provided to the Auditor of State upon release of the reports to the entity.

## **II. DATA TO BE INCLUDED IN PROPOSAL**

In order to simplify the review process and to obtain the maximum degree of comparability, the proposal should include the following items and be organized in the manner specified below.

### **A. Letter of Transmittal**

A letter of transmittal briefly outlining the proposer understands of the work and general information regarding the firm and individuals to be involved is permitted, but not required, if it is limited to not more than two pages. If a transmittal letter is presented, it should be clearly set forth the local address of the office of the firm to be performing the work, the telephone number, and the name of the contact person.

### **B. Table of Contents**

Include a table of contents which identifies the material by section, page number and a reference to the following information to be contained in the proposal. If a transmittal letter is not submitted, please include on the table of contents the local address of the office to be performing the work, the telephone number, and the name of the contact person.

### **C. Profile of Firm Proposing**

1. State whether the firm is local, national or international firm and a brief description of the size of the firm
2. State whether the firm is in compliance with the registration requirements to engage in the practice of public accounting within Iowa.
3. State whether the firm is independent of the entity to be audited in accordance with Government Auditing Standards.
4. Describe the local office from which the work is to be performed.



- a. Location of the office
  - b. Current size of the office
  - c. State of professional staff by level, such as partner, manager, and supervisor, senior and other professional staff.
  - d. Number of CPA's in the office.
5. Submit any other information required to describe the office which will be performing the work.

**D. Qualifications**

1. Describe the recent local office auditing experience in similar types of audits to which the proposal relates. If appropriate, include regional experience in auditing types of entities. If desired, it is permissible to include your five largest clients that are not governmental clients.
2. Include resumes of all key professional members who will be assigned to the audit. Resumes should be included for all members of the audit team from the audit partner through the on-site in -charge accountant. The resumes should include:
  - a. The amount of experience the individual has had in the auditing profession.
  - b. A summary of similar audits on which the individual has worked.
  - c. A summary of the continuing professional education the individual has had in governmental accounting and auditing during the last two years.
  - d. A statement as to whether the individual is independent, as defined by Government Auditing Standards.
3. Describe the firm's policy on notification of changes in key personnel.
4. Provide a listing of or the number of professionals in the office who are experienced in governmental auditing.
5. Describe the availability of individuals within the firm who are primarily involved in governmental auditing and reporting and with whom the audit team may consult.
6. Describe briefly the firm's system of quality control to ensure that the audit is adequately performed.

**E. Scope of Services and Proposed Project Schedule**

Briefly describe your understanding of the scope of services to be provided. Indicate a proposed time schedule for completing the work, assuming the contract will be issued on the date given in the cover

letter, include the approximate dates you would perform fieldwork, office review, and report preparation and the latest delivery date of the final report.

**F. Fees and Compensation**

1. Provide the following information:
2. Estimated total hours
3. Estimated out-of-pocket expenses
4. Hourly rate by staff classifications
5. All-inclusive maximum fee and out-of-pocket expenses, which will not be exceeded.
6. Frequency and timing of your billing process.

**III. EVALUATION CRITERIA**

The proposal will be evaluated based upon the following two areas. Therefore, it is important that your proposal be responsive to the data requested.

1. Cost

Overall cost, including out-of-pocket expenses for performance of the audit

2. Qualifications

- a. Organizational structure and size of firm.
- b. Organizational structure and size of the office performing the audit.
- c. Recent experience in similar audits.
- d. Qualifications of the audit team.
- e. Individuals with whom the audit team can consult.
- f. Understanding the work and timetable to complete the audit.



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No. 6e  
For Meeting of 04.16.2015

**ITEM TITLE:** First (of three) reading(s) of an ordinance amending the Echo Valley Community Planned Unit Development as Contained in Ordinance No. 03-08

**CONTACT PERSON:** Luke Parris, City Planner

**SUMMARY EXPLANATION**

Staff has received a request for a zoning amendment to change Parcel C's guidelines for a "Detached" Cluster Home Development. Amendment request would allow for the development of a "village" style single family development on Parcel C.

The current PUD allows for a "Detached" Cluster Home Development of single family homes. However, the development of the "village" concept presented to staff is limited by the physical characteristics of the site. To develop the site into the "village" concept, the following changes are needed to the Echo Valley Community PUD.

The Echo Valley Community PUD currently reads:

PARCEL C. For "cluster home development project proposals" see exhibit "D"

Exhibit "D"

"Detached" Cluster Home Development Guidelines

- a. Minimum setback from all boundaries of the site shall be at least 30 feet. No structures including decks, patios, or other ground structures shall project into this area. Exceptions to this provision would be any association owned entry feature including signage and landscaping.
- b. Minimum distance between buildings shall be at least 10 feet (roof overhangs, fireplaces, etc. may encroach up to 2 feet).
- c. The maximum density for these parcels will be 6 du/acre.
- d. The owner of the cluster-home will also own the lot beneath the dwelling unit.
- e. The minimum lot area for the dwelling unit shall be 1,400 square feet and the minimum width 20 feet.
- f. The parking per unit shall be at least 2 in the garage and 2 in the driveway for a total of 4.
- g. Additional overflow parking will be required in small parking areas spread evenly throughout the site. The site shall provide at least 1 parking stall for every five dwelling units.
- h. The minimum driveway dimensions shall be 16 feet in width and 25 feet in length.
- i. The private streets serving the cluster-homes shall be at least 22 feet wide.
- j. Minimum amount of common open space for the complex shall be 30 percent.
- k. No buffer will be required for these parcels since they will be developed into individual detached units and extensive landscaping and berming techniques will be utilized to enhance the sites.
- l. All accessory structures or uses as permitted within Section 17.10.050.3 of the Norwalk Zoning Ordinance are permitted.

The proposed amendment would change the guidelines with the following text (red is additions and strike-through are deletions):

PARCEL C. For "cluster home development project proposals" see exhibit "D"

Exhibit "D"

"Detached" Cluster Home Development Guidelines

- a. Minimum setback from all boundaries of the site shall be at least 30 feet. No structures including decks, patios, or other ground structures shall project into this area. Exceptions to this provision would be any association owned entry feature including signage and landscaping.
- b. ~~Front setback shall be 25 feet. An exception will be made for certain lots to have a front setback of 20 feet when necessary to accommodate the public street and other public infrastructure.~~
- c. Minimum distance between buildings shall be at least 10 feet (roof overhangs, fireplaces, etc. may encroach up to 2 feet).
- d. The maximum density for these parcels will be 6 du/acre.
- e. The owner of the cluster-home will also own the lot beneath the dwelling unit.
- f. The minimum lot area for the dwelling unit shall be 1,400 square feet and the minimum width 20 feet.
- g. The parking per unit shall be at least 2 in the garage and 2 in the driveway for a total of 4.
- h. Additional overflow parking will be required ~~in small parking areas spread evenly~~ throughout the site ~~via on-street parking~~. The site shall provide at least 1 parking stall for every five dwelling units.
- i. The minimum driveway dimensions shall be 16 feet in width and 25 feet in length, ~~with the exception the lots with a front setback of 20 feet shall be allowed a driveway 20 feet in length.~~
- j. ~~The private streets serving the cluster homes shall be at least 22 feet wide.~~ ~~The parcel shall be served by a public street 26 feet in width with a 50 foot right-of-way. All other design standards for the public street shall meet the current version of SUDAS.~~
- k. ~~All other municipal utilities in the parcel shall be publicly owned.~~
- l. ~~Minimum amount of common open space for the complex shall be 30 percent.~~
- m. No buffer will be required for these parcels since they will be developed into individual detached units and extensive landscaping and berming techniques will be utilized to enhance the sites.
- n. All accessory structures or uses as permitted within Section 17.10.050.3 of the Norwalk Zoning Ordinance are permitted.

The public hearing was held on April 2, 2015.

\_\_\_\_ Resolution   X   Ordinance \_\_\_\_ Contract \_\_\_\_ Other (Specify) \_\_\_\_\_

Funding Source:   NA   \_\_\_\_\_

APPROVED FOR SUBMITTAL \_\_\_\_\_



City Manager

**STAFF RECOMMENDATION:**

The Planning & Zoning Commission recommends approval.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING THE MASTER PLAN AND RULES, REGULATION, AND GUIDELINES FOR THE ECHO VALLEY COMMUNITY PLANNED UNIT DEVELOPMENT AS CONTAINED IN ORDINANCE NO. 03-08

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF NORWALK, IOWA:

**SECTION 1. PURPOSE.** The purpose of this ordinance is to amend the master plan and rules, regulation, and guidelines for Parcel C of the Echo Valley Community Planned Unit Development as contained in Ordinance No. 03-08.

**SECTION 2. AMENDMENT.** Exhibit "D" "Detached" Cluster Home Development Guidelines is hereby removed in its entirety and replaced with the following:

Exhibit "D"

"Detached" Cluster Home Development Guidelines

- a. Minimum setback from all boundaries of the site shall be at least 30 feet. No structures including decks, patios, or other ground structures shall project into this area. Exceptions to this provision would be any association owned entry feature including signage and landscaping.
- b. Front setback shall be 25 feet. An exception will be made for certain lots to have a front setback of 20 feet when necessary to accommodate the public street and other public infrastructure.
- c. Minimum distance between buildings shall be at least 10 feet (roof overhangs, fireplaces, etc. may encroach up to 2 feet).
- d. The maximum density for these parcels will be 6 du/acre.
- e. The owner of the cluster-home will also own the lot beneath the dwelling unit.
- f. The minimum lot area for the dwelling unit shall be 1,400 square feet and the minimum width 20 feet.
- g. The parking per unit shall be at least 2 in the garage and 2 in the driveway for a total of 4.
- h. Additional overflow parking will be required throughout the site via on-street parking. The site shall provide at least 1 parking stall for every five dwelling units.
- i. The minimum driveway dimensions shall be 16 feet in width and 25 feet in length, with the exception the lots with a front setback of 20 feet shall be allowed a driveway 20 feet in length.
- j. The parcel shall be served by a public street 26 feet in width with a 50 foot right-of-way. All other design standards for the public street shall meet the current version of SUDAS.
- k. All other municipal utilities in the parcel shall be publicly owned.
- l. No buffer will be required for these parcels since they will be developed into individual detached units and extensive landscaping and berming techniques will be utilized to enhance the sites.

m. All accessory structures or uses as permitted within Section 17.10.050.3 of the Norwalk Zoning Ordinance are permitted.

**SECTION 3. SEVERABILITY CLAUSE.** In any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 4. EFFECTIVE DATE.** This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed and approved by the City Council of the City of Norwalk, Iowa on the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Tom Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Jodi Eddleman, Deputy City Clerk

PREPARED BY: Luke Parris, City Planner

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Jodi Eddleman, Deputy City Clerk









**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No. 6f  
For Meeting of 04.16.2015

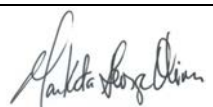
**ITEM TITLE:** Consideration of second reading of the ordinance amending the code of ordinances of the city of Norwalk, Iowa, Chapters 169 and 177, updating and clarifying Rental Housing Code requirements and Fees

**CONTACT PERSON:** Dustin Huston, Fire Chief  
Marketa George Oliver, City Manager

**SUMMARY EXPLANATION:**

The following changes are to update the ordinance to the correct new code version that was adopted by the City, clarifying that registration costs are a fee that is payable each cycle, and apartment inspections are every two years instead of annually. The fee table has been updated to make it easier to calculate the costs. The intent of the original fee structure was for the first unit and building the cost was \$75 with the next unit being \$75 at the 1 unit price. This helped costs with duplexes as they were really two individual units being calculated. However, when calculating invoices this was confusing to interpret. The new table clearly spells out the costs which is easier to read for the owner and fire department. Norwalk's fees are within \$25 or less of all neighboring cities.

The first reading was approved by Council at the April 2, 2015 meeting.

____Resolution <u>  X  </u> Ordinance ____ Contract ____ Other (Specify)____	
Funding Source:_____	
APPROVED FOR SUBMITTAL _____	
	City Manager

**STAFF RECOMMENDATION:**

Approval ordinance on a roll call vote.



ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF NORWALK, IOWA, CHAPTERS 169 AND 177, UPDATING AND CLARIFYING RENTAL HOUSING CODE REQUIREMENTS AND FEES

BE IT ENACTED by the City of Norwalk, Iowa:

**SECTION 1. SECTION MODIFIED.** Section 169.05 of the Code of Ordinances of the City of Norwalk, Iowa, Chapter 169, is amended to read as follows:

169.05 ADOPTION. Pursuant to published notice and public hearing, as required by law, the International Property Maintenance Code, ~~2006~~ 2012 edition, published by the International Code Council, Inc., is adopted in full except for such portions as may be hereinafter deleted, modified or amended, and shall constitute the "rental housing code" of the City of Norwalk, Iowa. An official copy of the International Property Maintenance Code, ~~2006~~ 2012 edition, as adopted, and a certified copy of this chapter can be viewed in the Development Services Department and the Fire Department.

**SECTION 2. SECTION MODIFIED.** Section 169.10 of the Code of Ordinances of the City of Norwalk, Iowa, Chapter 169, is amended to read as follows:

169.16 REGULAR INSPECTIONS. Regular inspections, ~~including registration,~~ of one- and two-family rental dwelling units shall be required every twenty-four months. Regular inspections of multifamily rental dwelling units shall be required ~~every twelve~~ ~~twenty-four~~ months.

**SECTION 3. SECTION MODIFIED.** Portions of Section 177.01(32) of the Code of Ordinances of the City of Norwalk, Iowa, Chapter 177, are amended to read as follows. All other portions of this section remain the same.

32. Chapter 169 – Rental Housing Code.

Rental Housing Compliance Inspection Rates.

Number of Units	Fee	Number of Units	Fee
1	<del>\$ 75.00</del>	6	<del>\$ 150.00</del>
2	<del>\$ 90.00</del>	7	<del>\$ 165.00</del>
3	<del>\$ 105.00</del>	8	<del>\$ 180.00</del>
4	<del>\$ 120.00</del>	9	<del>\$ 195.00</del>
5	<del>\$ 135.00</del>	10	<del>\$ 210.00</del>

Number of Units	Fee	Number of Units	Fee
1	\$ 75.00	6	\$ 210.00
2	\$ 150.00	7	\$ 225.00
3	\$ 165.00	8	\$ 240.00
4	\$ 180.00	9	\$ 255.00
5	\$ 195.00	10	\$ 270.00

Each additional unit in the same building over 10: \$15.00  
 (For example, a house is one unit; a duplex is two units; a building with eight apartments is eight units; etc.)

**SECTION 4. REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 5. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 6. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council the \_\_\_\_ day of \_\_\_\_\_, 2015, and approved this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Tom Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Jodi Eddleman, Deputy City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Jodi Eddleman , Deputy City Clerk



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No. 6g  
For Meeting of 04.16.2015


**ITEM TITLE:** Consideration of second reading of an ordinance amending the code of ordinances of the City of Norwalk, Iowa, Chapter 177, updating Fire and EMS Fees

**CONTACT PERSON:** Dustin Huston, Fire Chief  
Marketa George Oliver, City Manager

**SUMMARY EXPLANATION:**

The EMS Fees were updated for the 2015/2016 Budget based on review of allowable insurance fees and a rate comparison of transporting departments in the state. The Education Fee section was added as we did not have this defined and previously and needed to update these fees. The Commercial Inspection Charges are new to assist us with having to complete multiple revisits on commercial inspections that are not complying. We are having a small percentage of business not complying with the commercial inspection process and this adds in a charge similar to the rental inspection charges.

The first reading was approved by Council at the April 2<sup>nd</sup>, 2015 meeting.

____Resolution	<u>  X  </u>	Ordinance	____	Contract	____	Other (Specify)	____
Funding Source:_____							
APPROVED FOR SUBMITTAL							
		City Manager					

**STAFF RECOMMENDATION:**

Approval ordinance on a roll call vote.

ORDINANCE NO.\_\_\_\_

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY  
OF NORWALK, IOWA, CHAPTERS 169 AND 177, UPDATING AND CLARIFYING  
RENTAL HOUSING CODE REQUIREMENTS AND FEES

BE IT ENACTED by the City of Norwalk, Iowa:

**SECTION 1. SECTION MODIFIED.** Section 177.01(3) of the Code of Ordinances of the City of Norwalk, Iowa, Chapter 177, is amended to read as follows:

EMS Fees.

Basic Life Support (non emergency).....	<del>\$550.00</del> <del>\$575.00</del>	per occurrence
Basic Life Support (emergency) .....	<del>\$550.00</del> <del>\$575.00</del>	per occurrence
Advanced Life Support (non emergency).....	<del>\$600.00</del> <del>\$625.00</del>	per occurrence
Advanced Life Support (emergency with two paramedics).....	<del>\$750.00</del> <del>\$800.00</del>	per occurrence
Paramedic Tier Charge.....	\$150.00	
Oxygen.....	\$30.00	per occurrence
Mileage.....	<del>\$11.00</del> <del>\$12.00</del>	per loaded mile
Treat and Release.....	\$150.00	per occurrence

Education Fees

	<del>\$50.00</del>
CPR Class (per person) .....	
CPR Card.....	<del>\$15.00</del>

Commercial Inspection Fees

Initial Inspection.....	<del>Free</del>
Follow Up Inspection.....	<del>Free</del>
Third Inspection.....	<del>\$100.00</del>
Fourth Inspection.....	<del>\$200.00</del>
Fifth Inspection.....	<del>Municipal Infraction (Section 364.22)</del>

Fire Service Fees. Definitions. The following terms are defined for fire service fee use:  
“Apartment or condominium structure” means any residential dwelling with three or more units per building.

“Extrication” means the use of tools or techniques to remove people or animals from a vehicle, machinery or dangerous environment. “Malicious false alarm” means willful activation or announcement of a known false fire or rescue alarm. “Prescribed burning” means proactive or deliberate burning performed by the Norwalk Fire Department. “Unlawful or uncontrolled grass fire” means a deliberately set fire, despite fuel type, that is burning outdoors either in violation of a burn ban or burning out of control, as determined by the Fire Department officer in charge.

## Schedule of Charges.

Fire or EMS Report (per copy) .....	\$ 25.00
Malicious False Alarm.....	\$ 200.00
Unlawful or Uncontrolled Grass Fire:	
First call.....	\$ 200.00
Second or more calls in 365 days.....	\$ 300.00
Extrication (per individual extracted).....	\$ 200.00
Vehicle Fire:	
Less than 10,000 pounds gross weight.....	\$ 250.00
10,000 pounds or more gross weight.....	\$ 500.00
Hazardous Materials Mitigation:	
Attack Truck including up to 2 personnel.....	\$ 150.00/hour
Engine including up to 4 personnel.....	\$ 250.00/hour
Heavy Rescue including up to 4 personnel.....	\$ 250.00/hour
Ambulance including up to 2 personnel.....	\$ 150.00/hour
Ladder Truck including up to 4 personnel.....	\$ 325.00/hour
Water Tender including up to 1 personnel.....	\$ 150.00/hour
Extra Personnel.....	\$ 15.00/hour
Expendable Supplies Cost.....	Actual cost +10% restocking fee
Damaged Equipment.....	Cost of repair or replacement

Prescribed Burning. Cost will be determined by the area of land needing to be burned and the estimate of resources needed to control the burn area by the Fire Chief. The minimum cost of burning will include all man hours (paid at an hourly rate), apparatus (billed at the same rate as Hazardous Materials Mitigation) and any incidental expenditures.

All costs listed above shall have a surcharge of 25% added if services are delivered to a township address outside of the City limits and the township does not have a current capital improvement plan with the City.

**SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 3. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 4. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council the \_\_\_\_ day of \_\_\_\_\_, 2015, and approved this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Tom Phillips, Mayor

ATTEST:

\_\_\_\_\_  
Jodi Eddleman , Deputy City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Jodi Eddleman , Deputy City Clerk



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No. 6h  
For Meeting of 04.16.2015

**ITEM TITLE:** Second reading of an ordinance providing for a series of scheduled water rate and sewer rate adjustments, amending sections 92.02 (1), 99.02 (1), 92.02(3), 177.01(8), AND 177.01(11) of the Norwalk Municipal Code

**CONTACT PERSON:** Tim Hoskins, Public Works Director  
Jo Snyder, Water Billing Coordinator

**SUMMARY EXPLANATION:** This action addresses a number of issues relating to water rates:

1. The annual rate increase for water usage expires this year and is in need of updating. This modification is necessary to offset wholesale costs and operating increases for supplies, repairs, improvements, and labor.
  - a. User charge for industrial users. This is a new rate structure that is specific to industrial users who use considerable amounts of water on a consistent basis. It recognizes that consumption over 300,000 gallons per month will be discounted due to having distribution, delivery, and administrative costs covered primarily in the volume of usage prior to reaching this level.
2. "Water Availability Charge". This change clarifies and addresses language inconsistencies that exist within the code and application in the billing process. The increase also brings the fee into line with actual cost of service.
  - a. The increase in the deposit is requested to address losses in revenue that take place when customers leave with outstanding bills unpaid.
3. "Sewer Service Rates". This increase is paralleled with the water rate increase for the same reasons. Cost of service continues to increase with the rise of our obligations to the Des Moines Metropolitan Wastewater Reclamation Authority.
4. "Sewer Availability Charge". This increase is the base charge to all customers who receive the service. Like the water availability charge, this charge brings the fee into line with actual cost of service.
5. The removal of section 6 addressing commercial irrigation rates will be removed so as to apply that cost equally to all customers regardless of application.

The first reading was approved by Council at the April 2<sup>nd</sup> meeting.

\_\_\_\_ Resolution   X   Ordinance \_\_\_\_ Contract \_\_\_\_ Other (Specify) \_\_\_\_

Funding Source: \_\_\_\_\_ These affect revenue line items in water and sewer. \_\_\_\_\_

APPROVED FOR SUBMITTAL \_\_\_\_\_

Marketa Oliver, City Manager

**STAFF RECOMMENDATION:** Approval of the ordinance

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE PROVIDING FOR A SERIES OF SCHEDULED WATER RATE AND SEWER RATE ADJUSTMENTS, AMENDING SECTIONS 92.02 (1), 99.02 (1), 92.02(3), 177.01(8), AND 177.01(11), NORWALK MUNICIPAL CODE.**

Be it ordained by the City Council, City of Norwalk, Iowa:

Section 1. Purpose. The purpose of this ordinance is to amend 92.02 (1), 99.02 (1), 92.02(3), 177.01(8), AND 177.01(11), of the Norwalk Municipal Code, by providing for an series of adjustments in water rates for service and an increase in sewer rates for the City of Norwalk, Iowa.

Section 2. Water Rates for Service. Section 92.02(1), Norwalk Municipal Code is hereby amended to read as follows:

~~Usage Charge \$4.22 for each 1,000 gallons used per month. Effective April 1, 2013, the usage charge shall increase to \$4.65 for each 1,000 gallons used per month. Effective April 1, 2014, the usage charge shall increase to \$5.11 for each 1,000 gallons used per month.~~

Usage Charge - Non-industrial Users. \$5.11 for each 1000 gallons used per month. Effective July 1, 2015 the usage charge shall increase to \$5.37 for each 1000 gallons used per month. Effective July 1, 2016 the usage charge shall increase to \$5.64 for each 1000 gallons used per month. Effective July 1, 2017 the usage charge shall increase to \$5.93 for each 1000 gallons used per month.

Usage Charge – Industrial Users. Rates in effect through June 30, 2016 are: \$5.11 for each 1000 gallons up to 300,000 gallons used per month. \$4.17 for each 1000 gallons over 300,000 gallons used per month. Beginning July 1, 2016, Industrial users will be charged the same rates as non-industrial users.

Section 3. Water Rates for Service. Section 177.01(8), Norwalk Municipal Code is hereby amended to read as follows:

~~Usage Charge \$4.22 for each 1,000 gallons used per month. Effective April 1, 2013, the usage charge shall increase to \$4.65 for each 1,000 gallons used per month. Effective April 1, 2014, the usage charge shall increase to \$5.11 for each 1,000 gallons used per month.~~

Usage Charge. \$5.11 for each 1000 gallons used per month. Effective



July 1, 2015 the usage charge shall increase to \$5.37 for each 1000 gallons used per month. Effective July 1, 2016 the usage charge shall increase to \$5.64 for each 1000 gallons used per month. Effective July 1, 2017 the usage charge shall increase to \$5.93 for each 1000 gallons used per month.

Usage Charge – Industrial Users. Rates in effect through June 30, 2016 are: \$5.11 for each 1000 gallons up to 300,000 gallons used per month. \$4.17 for each 1000 gallons over 300,000 gallons used per month. Beginning July 1, 2016, Industrial users will be charged the same rates as non-industrial users.

User Fee Water Availability Charge                      ~~\$3.00~~ \$5.00 per month per unit (applicable to all customers)

~~Commercial Irrigation 550,000 to 1,000,000 gallons used per month \$1,750.00 All over 1,000,000 gallons used per month \$1.75 per 1000 gallons~~  
Service discontinued (including temporary vacancies) restoration fee \$50.00

Customer Deposit ~~\$50.00~~ 100.00

~~Temporary vacancy Shutoff fee \$25.00~~

~~Restoration fee \$25.00~~

Section 4. Sewer Service Rates. Section 99.02(1), Norwalk Municipal Code is hereby amended to read as follows:

~~Usage Charge. \$6.87 for each 1000 gallons used per month. Effective April 1, 2013 the usage charge shall increase to \$7.56 for each 1000 gallons used per month. Effective April 1, 2014 the usage charge shall increase to \$8.32 for each 1000 gallons used per month.~~

Usage Charge. \$8.32 for each 1000 gallons used per month. Effective July 1, 2015 the usage charge shall increase to \$8.74 for each 1000 gallons used per month. Effective July 1, 2016 the usage charge shall increase to \$9.18 for each 1000 gallons used per month. Effective July 1, 2017 the usage charge shall increase to \$9.64 for each 1000 gallons used per month.

Section 5. Sewer Service Rates. Section 177.01(11), Norwalk Municipal Code is hereby amended to read as follows:

~~Usage Charge. \$6.87 for each 1000 gallons used per month. Effective~~

~~April 1, 2013 the usage charge shall increase to \$7.56 for each 1000 gallons used per month. Effective April 1, 2014 the usage charge shall increase to \$8.32 for each 1000 gallons used per month.~~

Usage Charge. \$8.32 for each 1000 gallons used per month. Effective July 1, 2015 the usage charge shall increase to \$8.74 for each 1000 gallons used per month. Effective July 1, 2016 the usage charge shall increase to \$9.18 for each 1000 gallons used per month. Effective July 1, 2017 the usage charge shall increase to \$9.64 for each 1000 gallons used per month.

User Fee Sewer Availability Charge                      ~~\$3.00~~ \$7.50 per month per unit (applicable to all customers)

Section 6. Commercial Irrigation Water Rates. Section 92.02(3), Norwalk Municipal Code is hereby deleted in its entirety:

~~Commercial Irrigation Water Rates. The water rate for commercial irrigation purposes is a flat rate as established in Chapter 177 of this Code of Ordinances for water consumption in the amount of five hundred fifty thousand (550,000) gallons per monthly billing cycle up to one million (1,000,000) gallons per monthly billing cycle. All consumption over one million gallons shall be billed at a rate as established in Chapter 177 of this Code of Ordinances. In order to qualify for commercial irrigation rates, the user must consume a minimum of 550,000 gallons per monthly billing cycle for commercial irrigation. Commercial irrigation water is subject to availability at the sole discretion of the City. The City may interrupt the supply of water to such commercial irrigation when deemed necessary by the City. "Commercial irrigation," as used in this subsection, is defined as the supplying of water by artificial means for the purpose of furnishing water necessary to sustain vegetation or plant growth for a commercial purpose within the corporate limits of the City.~~

Section 7. Repealer. Any ordinance or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 8. Severability Clause. If any section, provision or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 9. When Effective. This ordinance shall be in full force and effect upon final passage, approval, and publication as provided by Jaw.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Tom Phillips, Mayor

Attests:

\_\_\_\_\_  
Jodi Eddleman, Deputy City Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Jodi Eddleman, Deputy City Clerk



RESOLUTION NO. \_\_\_\_\_

**Resolution approving Memorandum of Understanding for  
the Central Iowa Code Consortium**

WHEREAS, the City Council has discussed code issues and has determined the creation of the Central Iowa Code Consortium (CICC), a collaborative effort to improve consistency in the adoption and enforcement of construction codes in the many communities that make up our metro area would be beneficial to Norwalk; and

WHEREAS, this idea was first brought forth through the Capital Crossroads planning effort as one of the five pilot projects looking into the possibilities of local government collaboration; and

WHEREAS, would be a collaborative effort among all participating communities to review code changes, recommend changes, and produce a metro "model" code for all communities to consider through their local code adoption process; and

WHEREAS, this project does NOT propose to make recommendations on permit process, code administration, appeals processes, or specific local amendments deemed necessary by local code officials; and

WHEREAS, this process is to publish a metro code that would promote uniformity and consistency among local communities.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Norwalk, as follows:

1. That the form of Memorandum presented to this body be and is hereby approved, and the Mayor is hereby authorized to execute, and the Clerk is hereby authorized and directed to attest and deliver, said Memorandum for and on behalf of the City of Norwalk.
2. That appropriate staff members are hereby authorized to participate in the Consortium on behalf of the City of Norwalk with representatives of the other communities.

PASSED AND APPROVED this 16<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
Erika Isley, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Jodi Eddleman, Deputy City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Delker	___	___	___
Greteman	___	___	___
Isley	___	___	___
Jackson	___	___	___
Livingston	___	___	___

# MEMORANDUM OF UNDERSTANDING FOR THE CENTRAL IOWA CODE CONSORTIUM

(March 2, 2015)

Between

City of Altoona, City of Ankeny, City of Bondurant, City of Carlisle, City of Clive, City of Des Moines, City of Indianola, City of Johnston, City of Norwalk, City of Pleasant Hill, City of Polk City, City of Urbandale, City of Waukee, City of West Des Moines, City of Windsor Heights, and Dallas County, Polk County, Warren County; collectively referred to as "Participating Communities"

Central Iowa communities are on different code cycles and have different code provisions that can make it difficult and confusing for businesses, developers and citizens to follow and understand code requirements. Central Iowa is in a great position for future growth and consistency among communities will help the metro economy.

This Memorandum of Understanding (MOU) is a mutual agreement among participating communities for the purpose of creating and implementing a Central Iowa Code Consortium.

## 1. **BACKGROUND**

Capital Crossroads is a planning effort to assure the central Iowa region (defined as a fifty mile radius from Des Moines) can grow and prosper. It began with eight organizations (including Bravo Greater Des Moines, Community Foundation of Greater Des Moines, Des Moines Area Metropolitan Planning Organization, Greater Des Moines Partnership, Iowa State University, Prairie Meadows, and United Way of Central Iowa) joining together to sponsor the planning process. 50 citizens participated in the steering committee and the effort engaged more than 5,000 people participating through one-on-one interviews, focus groups and online surveys.

One of the Capital Crossroads focus areas, called 'Capitals', is Governance. The purpose of the Governance Capital is to encourage local governments to sustainably manage growth without sacrificing essential public services by considering high-value, consensus based strategies to effectively serve our communities. The Central Iowa Code Consortium began as an initiative of Capital Crossroads.

In the summer of 2012 representatives from many central Iowa governments met to discuss opportunities for greater cooperation and ways to provide more efficient and

effective service. As a result of that meeting local governments were asked to approve a 'Resolution in Support for Local Government Collaboration.'

A pilot program was established to identify ways to increase the amount of formal collaboration between cities and counties. 15 cities and three counties partnered with the Taxpayers Association of Central Iowa and Des Moines Area Community College's (DMACC) Business Resources (DBR) in the pilot program. Two functions of government were selected for the pilot; Public Works and Fire/Emergency Medical Services (EMS).

One of the focus areas for the pilot was the fire code and related code adoption processes. A 'Unified Code Team' was established that consisted of volunteers representing fire service and city administration. The Unified Code Team reviewed the fire codes from many metro communities and identified the similarities and differences. As the team evaluated the fire codes it became evident that all construction and maintenance codes must work together to make them more efficient and effective. So the Team's discussion expanded to include the building, residential, electrical, energy, fire, mechanical, and plumbing codes. The conversation was expanded to include the property maintenance, existing building, swimming pool and spa, and the fuel gas codes.

The Unified Code Team researched models for providing a unified code approach and found a successful model in southern Nevada. The idea is to create a process where codes will be reviewed and discussed by government and industry leaders with the goal of reaching consensus on code provisions and making recommendations to participating communities. The more consistency there is among central Iowa communities in adopting and enforcing the aforementioned codes, the fewer barriers there are in growing the regional economy

## **2. PURPOSE OF THE CENTRAL IOWA CODE CONSORTIUM (CICC)**

All Participating Communities have a mutual interest and responsibility for code development, adoption and enforcement to protect life, health, property and the environment. The purpose of the consortium is to have a process whereby government and industry can work together to review, discuss and recommend code provisions for consideration by the Participating Communities. Participating Communities will have the final say on the code and code provisions that are adopted for their community.

The Code Consortium will provide the following benefits to Participating Communities:

- a. Government and the private sector working together toward having a common voice in code development
- b. Similar and consistent code provisions among Participating Communities

- c. Assure key stakeholders are involved in the discussion regarding city codes
- d. Utilization of local subject matter experts representing the public and private sector in reviewing and recommending code provisions
- e. More efficiency and consistency regarding code interpretation and enforcement among Participating Communities
- f. More consistency and less confusion among businesses, developers, designers, architects and citizens that work in multiple jurisdictions

An example of how code provisions can be confusing for citizens are codes for swimming pools and open burning which may vary among metro communities. A citizen may discuss a project (such as constructing a fence around an above ground pool) with a co-worker from a neighboring community and assume their community has the same rules. They may purchase the materials for a fence based on the discussion with their co-worker only to find out their community has different fencing requirements. A situation like this may lead to conflict and frustration between the citizen and the code officials in their community.

### **3. RESPONSIBILITIES UNDER THE MEMORANDUM OF UNDERSTANDING (MOU)**

The Code Consortium shall consist of an Executive Committee and Code Committees for each of the codes. All Participating Communities should encourage staff to participate in code reviews and committee discussion whether or not they serve on a committee.

#### **a. EXECUTIVE COMMITTEE**

The Executive Committee shall consist of:

- Six code/building officials
- Three Fire Officials
- Two representatives of local government administration (e.g. city/county manager/administrator, planning/community development director)

The purpose of the Executive Committee is to review, discuss, and make recommendations regarding all construction codes as listed previously in this MOU. The CICC will not make recommendations or changes to the administrative provisions of any codes. Permits, permit process, fees, appeals, etc. will be left to each individual community to adopt and amend these provisions as they see fit.



In selecting individuals to serve on the Executive Committee care should be taken to assure the representatives are subject matter experts regarding city codes; when possible each member of the Executive Committee represents a different community; and communities of all sizes and geographic areas across central Iowa are represented. The process to select representatives for the Executive Committee:

- The Mid-Iowa Construction Code Committee (MICCC) shall select six of their members to serve on the Executive Committee. Prior to selecting the representatives an effort should be made by the Committee to reach out to all building officials from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.
- The Metro Fire Chiefs and Fire Marshals shall select three of their members to serve on the Executive Committee. Prior to selecting the representatives an effort should be made to reach out to all fire officials from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.
- The Metro Managers Group shall select two of their members or a planning/community development director to serve on the Executive Committee. Prior to selecting the representatives an effort should be made to reach out to all chief administrative officials and planning/community development directors from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.

**b. CODE COMMITTEES**

A Code Committee will be established to address each of the following codes:

- Electrical/Energy Codes
- Fire Code
- International Building Code (IBC)/International Existing Building Code (IEBC)
- International Residential Code(IRC)
- Mechanical/Plumbing/Fuel Gas Codes
- Pool/Spa/Property Maintenance (residential)
- Joint Fire/Building Committee - this committee will focus on provisions shared between the fire and building codes as determined by the Executive Committee.

Each Code Committee will consist of seven members:

- Four representing government (staff)
- Three representing industry

The purpose of the Code Committees is to review, discuss and make recommendations to the Executive Committee regarding all codes.

- Individuals that are interested in serving on a Code Committee will make an application to the Executive Committee. The Executive Committee will review applications and make appointments to the Code Committees. In selecting individuals to serve on the Code Committees care should be taken to select members that represent large and small communities as well as a geographic balance across central Iowa. Industry should be represented by large and small companies as well as companies that work in many communities in central Iowa. It is important that representatives selected to serve on each committee have subject matter expertise. Below is a list of recommended qualifications and professionals that should be represented on each Code Committee. Care should be taken to assure committee participants meet these qualifications. If there are no individuals that meet these qualifications that are available or willing to serve on the committees, individuals of similar qualifications should be selected.
- Electrical/Energy Code Committee:
  1. Electrical Inspector
  2. Energy Inspector
  3. Code Administrator
  4. State Electrical and/or Energy Representative
  5. Electrical Engineer
  6. Master Electrician
  7. HERS (Home Energy Rating Systems) Rater or equivalent
- Fire Code Committee:
  1. Chief Fire Officer
  2. Fire Marshal/Inspector
  3. Fire Marshal/Inspector
  4. State Fire Marshal Representative
  5. Fire Alarm/Sprinkler Contractor
  6. Licensed Fire Protection Engineer or NICET 4 certified person
  7. Architect or a person that is a site/safety or health/safety professional
- International Building Code (IBC)/International Existing Building Code (IEBC) Committee:

1. Building Inspector
  2. Building Official
  3. Building Official/Inspector/Plans Examiner
  4. State Building Code Bureau Representative
  5. Licensed Architect
  6. Structural Engineer
  7. General Contractor (commercial)
- International Residential Code (IRC) Committee:
    1. Building Official
    2. Residential Construction (Combination) Inspector
    3. Residential Construction (Combination) Inspector
    4. Fire Official
    5. Home Builders Association Representative
    6. General Contractor (residential)
    7. Residential Design Professional
  - Mechanical/Plumbing/Fuel Gas:
    1. Plumbing Inspector
    2. Code Administrator
    3. Mechanical Inspector
    4. State Mechanical and/or Plumbing Representative
    5. Master Plumber
    6. Master HVAC Professional
    7. Engineer or Mechanical Design Professional
  - Pool/Spa/Property Maintenance (residential):
    1. Zoning Administrator/Enforcement Officer
    2. Zoning Administrator/Enforcement Officer
    3. Code Enforcement Officer/Property Maintenance Inspector
    4. Code Enforcement Officer/Property Maintenance Inspector
    5. Pool Installation Contractor
    6. Iowa Landlord Association Representative
    7. Neighborhood Association Representative
  - Fire/Building Joint Committee:
    1. Building Official
    2. Fire Officer
    3. Plans Examiner (fire and/or building)
    4. State Fire Marshal Construction Design Engineer (Plans examiner)
    5. Licensed Architect

6. Mechanical Engineer /Fire Protection Professional or closely related field
7. Passive Fire Protection Product Specialist

#### **4. ADMINISTRATION**

The administration of this MOU shall be the responsibility of the Central Iowa Code Consortium Executive Committee. All requests, suggestions, recommendations and questions regarding the administration of the MOU and the operation of the Consortium shall be submitted in writing to the Executive Committee.

The MOU shall become effective upon the latter date of signature of the parties. It shall remain in effect until it is dissolved by a majority vote of the Participating Communities.

- a. This MOU may be amended by written agreement between the Participating Communities.
- b. The Executive Committee shall have the authority to create, dissolve or amend Code Committees to assure they are functioning in an effective and efficient manner.
- c. Any change that significantly alters the purpose, governance, structure or scope of the MOU must be approved by Addendum by the governing body of each Participating Community.
- d. If a community desires to become a Participating Community they must provide a written request and documentation that the governing body has approved the MOU to the Executive Committee. The Executive Committee is responsible for approving new Participating Communities
- e. A Participating Community that is a party to this MOU may choose to terminate their involvement by providing 90-day written notice to the Executive Committee.

**IN WITNESS WHEREOF**, the Partners hereto have caused this MOU to be executed by their duly authorized representatives as of April \_\_, 2015

CITY OF ALTOONA

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Skip Conkling, Mayor

CITY OF ANKENY

---

Gary Lorenz, Mayor

CITY OF BONDURANT

---

Keith Ryan, Mayor

CITY OF CARLISLE

---

Ruth Randleman, Mayor

CITY OF CLIVE

---

Scott Cirksena, Mayor

CITY OF DES MOINES

---

Franklin Cownie, Mayor

CITY OF INDIANOLA

---

Kelly Shaw, Mayor

CITY OF JOHNSTON

---

Paula Dierenfeld, Mayor

CITY OF NORWALK

---

Erika Isley, Mayor Pro Tem

CITY OF POLK CITY

---

Jason Morse, Mayor

CITY OF PLEASANT HILL

---

Sara Kurovski, Mayor

CITY OF URBANDALE

---

Bob Andeweg, Mayor

CITY OF WAUKEE

---

Bill Peard, Mayor

CITY OF WEST DES MOINES

---

Steve Gaer, Mayor

CITY OF WINDSOR HEIGHTS

---

Diana Willits, Mayor

DALLAS COUNTY

---

, Chair

POLK COUNTY

---

, Chair

WARREN COUNTY

---

Doug Shull, Chair of the Board of Supervisors



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No. 6j  
For Meeting of 04.16.2015

**ITEM TITLE:** Consideration of a resolution Approving renewal of an Animal Shelter Services Agreement with the Animal Rescue League

**CONTACT PERSON:** Tim Hoskins, Public Works Director

**SUMMARY EXPLANATION:** It has been brought to our attention that we have been operating without a formal agreement with the Animal Rescue League of Central Iowa, Inc. (ARL). As a result, the ARL has provided us with an agreement that identifies specific costs associated with the services they offer that we use.

  X   Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Contract \_\_\_\_\_ Other (Specify) \_\_\_\_\_

Funding Source: \_\_\_\_\_ General Fund Operating Budget \_\_\_\_\_

APPROVED FOR SUBMITTAL \_\_\_\_\_  
Marketa Oliver, City Manager

**STAFF RECOMMENDATION:** Approval of the Resolution.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING ANIMAL SHELTER SERVICES AGREEMENT**

WHEREAS, for many years the City Of Norwalk and the Animal Rescue League of Iowa, Inc. (ARL) have partnered on the difficult task of dealing with animals for the purpose of animal welfare and public safety; and

WHEREAS, it has been a considerable time since a formal agreement between the two parties has been in effect; and

WHEREAS, this Animal Shelter Services Agreement identifies services to be provided and costs associated with each as well as establishing a set term for the agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwalk, Iowa, that the City enter into an Animal Shelter Services Agreement for a period of three (3) years.

Passed and approved this 16<sup>th</sup> day of April 2015.

\_\_\_\_\_  
Erika Isley, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Jodi Eddleman, Deputy City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Delker	___	___	___
Greteman	___	___	___
Isley	___	___	___
Jackson	___	___	___
Livingston	___	___	___



## **ANIMAL SHELTER SERVICES AGREEMENT**

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Norwalk ("City") and the Animal Rescue League of Iowa, Inc. (the "ARL"), an Iowa nonprofit corporation.

**Purpose.** Under this Agreement, the ARL will provide animal shelter and impoundment services to Norwalk.

**ARL will provide:** The ARL shall provide shelter services to all dogs and cats delivered to its shelter location by the City, including bite dogs and cats. Other animals including bite animals will be sheltered and/or quarantined if the ARL has proper accommodations and is properly licensed for that species. Unless claimed by the owner, the ARL will make non-bite animals not otherwise designated for euthanasia available for adoption when appropriate, and the ARL will humanely euthanize unclaimed, non-adopted animals in accordance with the ARL's publicly available policies. The ARL will provide the services of a licensed veterinarian when, after consultation with the City, such services appear necessary in an emergency. Unless instructed otherwise by the City in writing, the ARL shall comply with all applicable impoundment period requirements of the Norwalk City Code or ordinances, and with similar provisions of any other applicable ordinance, or State law or regulation. Unless the ARL is otherwise instructed by the City, non-bite animals bearing a license tag or other identification reasonably enabling determination of ownership shall be retained for seven days prior to adoption or euthanasia and animals whose ownership cannot be reasonably established shall be retained for seven days. Quarantine animals shall be released or euthanized only as directed by the City. The ARL will be responsible for collection of all fees from reclaimed animals by their owners, including quarantined animals.

**After Hours Services.** The ARL shall normally have an employee on duty at this shelter between the hours of 8:00 a.m. and 5:00 p.m. seven days a week. For after-hours deliveries, the ARL shall have available each day two secure, lockable canine cages and two secure, lockable feline cages with litter boxes. Cages shall be clean and supplies with fresh water. At all times other than the normal business hours of its shelter, the ARL shall make available the services of at least one on-call employee who shall receive notification of after-hours deliveries of animals in distress and be available to attend to such animals in a timely fashion if requested by the City. The ARL will provide the City with a list and schedule of on-call employees, including telephone numbers. In the case of an after-hours admission, the City employee delivering the animal shall place it in the appropriate reserved cage, lock the cage, and leave appropriate admission information.

**Compensation.** In consideration for the acceptance and services provided by the ARL, to each live animal delivered to the ARL by the City; the City will pay the ARL as follows:

Animals reclaimed by their owners will not be charged to the City.

Boarding fees	\$35 within first 24 hours
	\$15 each additional 24 hour period

There shall be no charge for un-weaned offspring of an animal delivered at the same time as the mother.

An apparent set of littermates, unaccompanied by the mother and over six (6) weeks of age, received together, shall be regarded as a single animal.	\$125.00
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Ten day bite case quarantine	\$170.00
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Dead animal cremation/disposal	40 cents/pound
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For the provision of professional care by a Doctor of Veterinary Medicine, once approved by the City -- \$75.00 per animal

For the provision of services by an ARL employee, at City request, other than between the hours of 8:00 a.m. to 5:00 p.m., a night call charge of \$30.00 per incident in addition to any per-animal charge under paragraphs A or B above. This charge does not apply to receipt of notice of an after-hours delivery if presence of an ARL employee is not requested.

**Receipt of Dead Animals.**

The ARL shall accept dead dogs/puppies, cats/kittens of any size; and other animals not exceeding forty (40) pounds delivered by City officials to the ARL for cremation. Receipt of such animals will be during regular ARL business hours.

**Records Access.** The ARL shall keep and make available to the City such intake information of strays from the City of Norwalk. Such records shall be retained as required by the ARL under their document retention policies.

**Licenses and Compliance.** The ARL shall apply for, and maintain, all necessary or applicable licenses, certifications and inspections relevant to current health, fire, safety, and professional standards. Any deficiencies or violations must be corrected immediately or immediate action taken to seek variances. The ARL shall comply with all other applicable state, federal and local laws, ordinances, rules and regulations and shall not deny, restrict access to, or provide inferior services to any person, or deny or restrict employment opportunities, including promotional opportunities, to any applicant or current employee, on the basis of sex, age, race, national origin, religion, sexual orientation or physical or mental disability.

**Indemnification and Insurance**

The ARL shall acquire and retain throughout the term of this Agreement suitable and sufficient insurance, and fidelity bonding, so as to protect it, its entire staff including contract employees, its clients, the City and the general public against any loss, injury, damage, or other liability arising from any wrongful or negligent act or omission in connection with responsibilities assumed by the ARL under the terms of this Agreement.

**Term and Termination.** This Agreement shall be effective March \_\_\_, 2015 to June 30, 2018 for animals delivered during the term of this Agreement, and any extensions thereto, but may be earlier terminated for any reason and at any time by either party upon at least sixty (60) days prior written notice. Such notice, or any other notice required or permitted to be given hereunder, shall be addressed, if to the ARL, to the Executive Director, Animal Rescue League of Iowa, Inc., 5452 N.E. 22<sup>nd</sup> Street, Des Moines, Iowa 50313, or if to the City to: \_\_\_\_\_ or to such other address as either party shall have notified the other party of, in writing. Notice shall be deemed given when deposited with the U.S. Postal Service, registered or certified, addressed as specified.

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**Administration.** This Agreement shall be administered on behalf of the City by \_\_\_\_\_. This Agreement shall be administered on behalf of the ARL, and services provided for hereunder shall be controlled and supervised, by Tom Colvin, Executive Director of the ARL.

IN WITNESS WHEREOF, this Agreement has been executed to be effective as set forth above.

CITY OF NORWALK

ANIMAL RESCUE LEAGUE OF IOWA, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

## BUSINESS OF THE CITY COUNCIL AGENDA STATEMENT

RESOLUTION NO. \_\_\_\_\_

**Resolution approving renewal of a phone services contract with Century Link**

WHEREAS, the City Of Norwalk requires phone service to a number of facilities;  
and

WHEREAS, the City has the ability to renew a line volume plan with Century Link  
and achieve additional discounts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwalk,  
Iowa, that the City Manager is authorized to execute the Century Link Line Volume Plan  
on behalf of the City of Norwalk.

Passed and approved this 16<sup>th</sup> day of April 2015.

\_\_\_\_\_  
Erika Isley, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Jodi Eddleman, Deputy City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Delker	___	___	___
Greteman	___	___	___
Isley	___	___	___
Jackson	___	___	___
Livingston	___	___	___

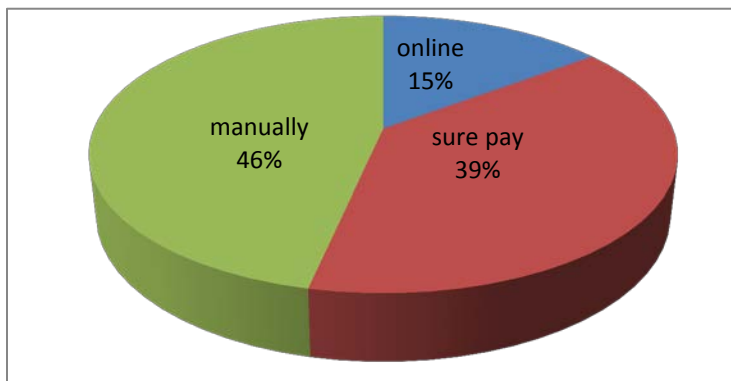
## CITY HALL – CLERKS OFFICE

MARCH, 2015



### Water Department

**Utility bills** for 3,571 accounts were prepared for January consumption. Meters were read February 2<sup>nd</sup>, residents received bills via mail February 15<sup>th</sup> and payments were due by March 4<sup>th</sup>. We processed 2,361 payments in March (totalling \$226,608.97). In all, 349 payments were received through our online payment site; 912 were processed through SurePay and the remaining 1,100 were receipted in manually by staff from mail, drop box and walk-ins or call-ins.



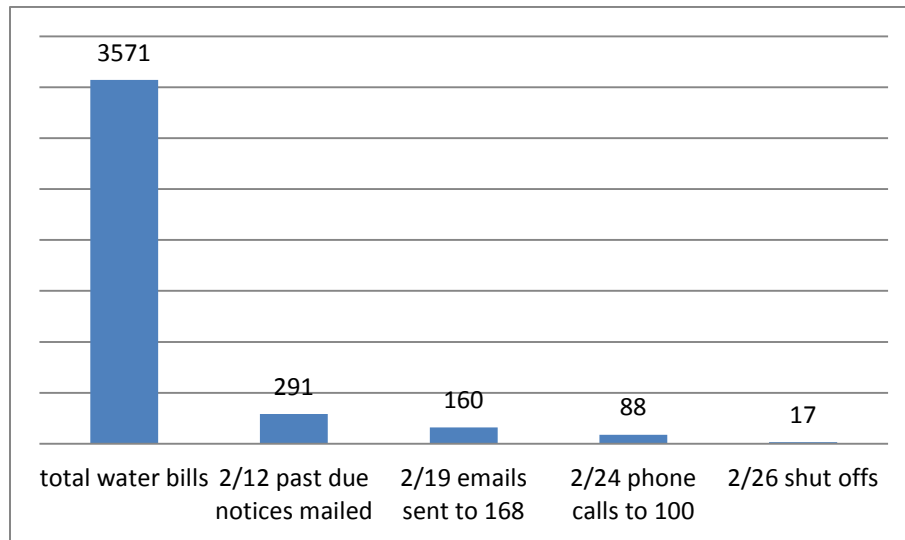
On the 12<sup>th</sup>, 291 past due notices were mailed out to residents, including copies to landlords for 68 delinquent rental properties. Delinquent notices are not sent to accounts that are below the threshold for water disconnection.

As of March 19<sup>th</sup>, a total of 295 accounts were still past due. Of those, 91 had balances below \$50, 7 had made arrangements and 197 were subject to disconnection. We had current email addresses on file for 160 of those accounts and reminders were sent.

The past due register showed a remaining 260 unpaid accounts on the 24<sup>th</sup>, with 141 having balances below \$50.00 and 26 with arrangements made. Current phone numbers were on file for 88 of those residents; as a third reminder to

delinquent customers, an automated phone message was sent out. 86 calls were completed, 42% were answered, voicemail picked up 55.7% and 2.3% did not answer.

The last 17 unpaid accounts were processed for **shut off** on March 26<sup>th</sup>. Two of those customers had a broken curb stops and could not be shut off. Repair letters were mailed to property owners.



The water department processed 55 **work orders** this month for meter reads and installations; new or transferred accounts and disconnections. Included were 8 meters that were changed out, 29 new residents who signed up for service and 4 current residents who relocated within the City.

**Utility Advisory Commission** had a meeting on March 4<sup>th</sup>. They discussed utility rates and sent recommendation to council for amendments to the ordinance.

## **Front Counter**

The annual spring clean-up events have generated an abundance of phone calls this month. Staff are not providing specifics of this information to anyone inquiring, other than to remind garbage customers that the flyer is in the March and in the April water bills. This decision was made in an attempt to curb some of the problems vandals and scavengers have created in past years. A lot of time has been spent explaining the proper disposal of televisions since we were



not able to find a vendor to accept them at this event. As well as the usual number of calls asking about "city garage sales".

Our **Compost it!** service will resume the first week of April. Reminders were sent to 2014 premium service customers that the 2015 stickers are now available at City Hall. MWA kept the premium service fee at \$105.00 for the coming season; however, compost it bags increased to \$8.00 for a bundle of 5. To date we have sold 10 new carts and 76 renewal stickers to residents for the premium service.

Two **Parking tickets** were paid at City Hall in March.

There were 286 new **dog licenses** issued this month with 720 registered year-to-date. There were 7 impounds processed for a total of 10 this year. 2 of the dogs belonged to the same non-resident, 1 dog was a second offense that was delivered to the ARL the first time and 4 of the dogs were not licensed.

Also at the front counter, 15 **new resident** packets were distributed and explained in March. This packet is also available on the City's website, minus the publications.

## **Wellness Committee**

The City of Norwalk Wellness committee met once in March to discuss upcoming events.

## **City Hall Administration**

March included the usual monitoring and maintenance of the City's website and facebook page; Norwalk Living and Norwalk Notes publications and media releases.

**Iowa One Call** generated 286 reports that were entered in the NTMS system for tracking, 236 for water lines and 50 for fiber optic cable locates.

**City Council** held the regular 1<sup>st</sup> and 3<sup>rd</sup> Thursday meetings in March. Agendas, packets and minutes for each of these meetings can all be viewed on the City website at

<http://www.norwalk.iowa.gov/YourGovernment/AgendasandMinutes.aspx>

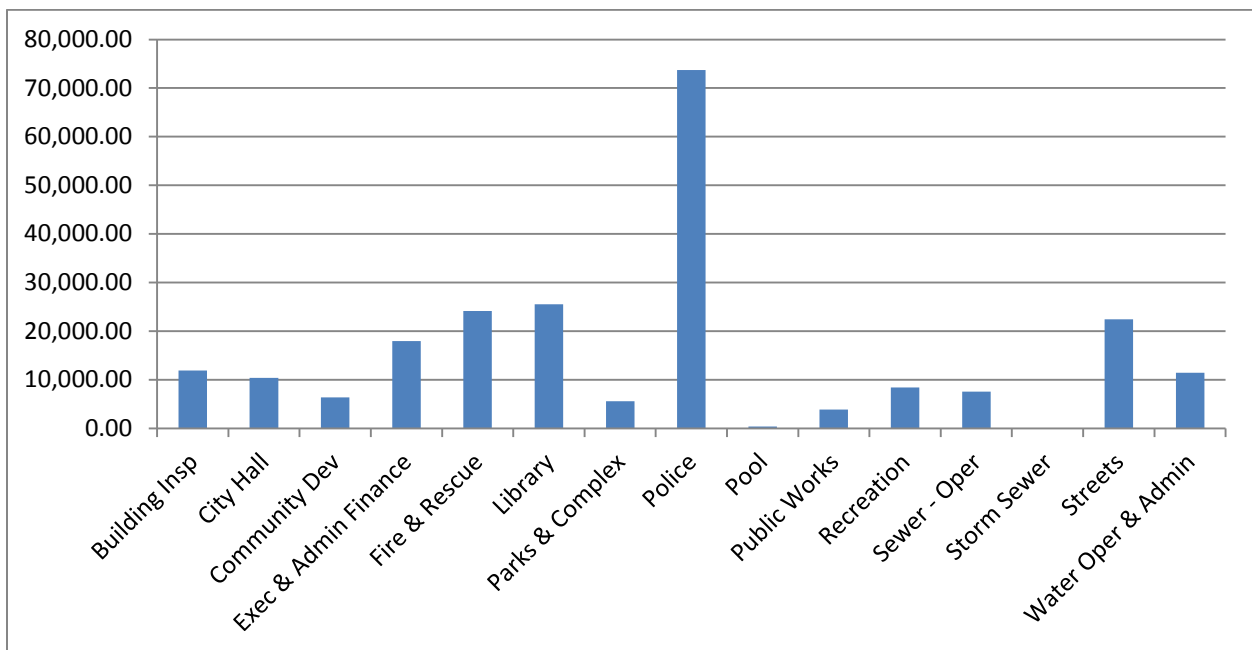
**Cross-training** continued in March with heavy emphasis on Jo training Amy in the water department's utility billing processes.

## **Finance Office**

We are currently attempting to collect on bad debts with **Iowa Income Offset** for utility bills and EMS fees. The City is able to capture payments from individuals due an Iowa Income Tax Refund and from Casino winnings. In March we had 10 matches, 3 for utility bills and 7 for EMS fees. These matches should result in \$3,387.00 of collected income.

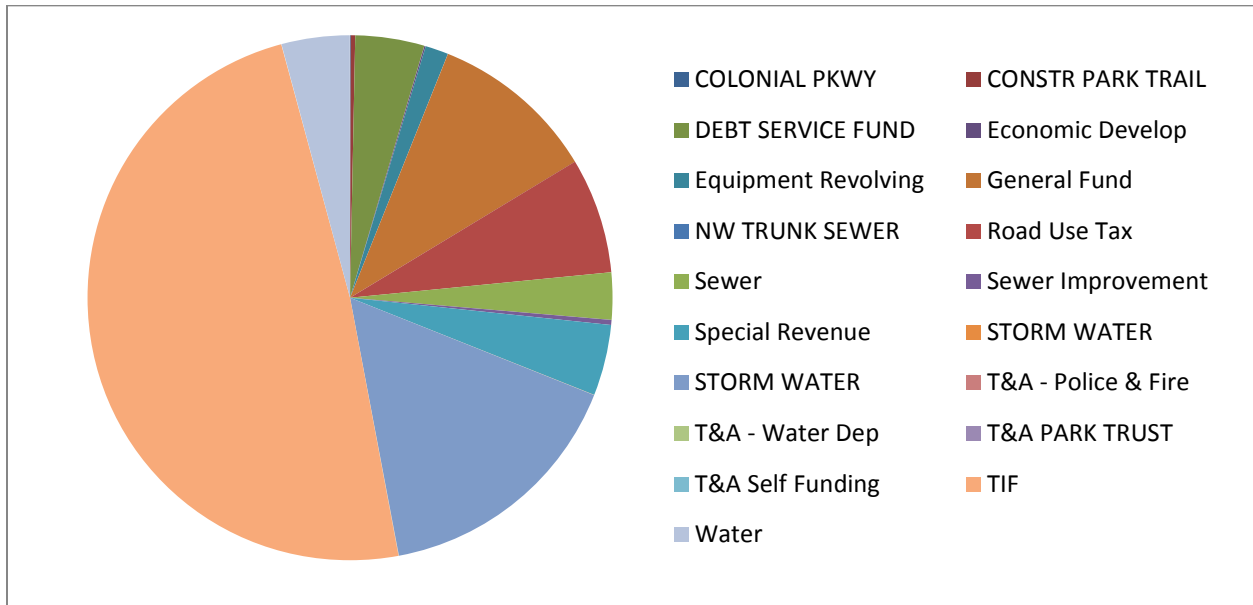
The City's bank accounts were **reconciled** for the months of January and February.

We processed 152 timesheets (including 0 stipends) for the 3/13, 3/27 payrolls totaling \$229,911.96.



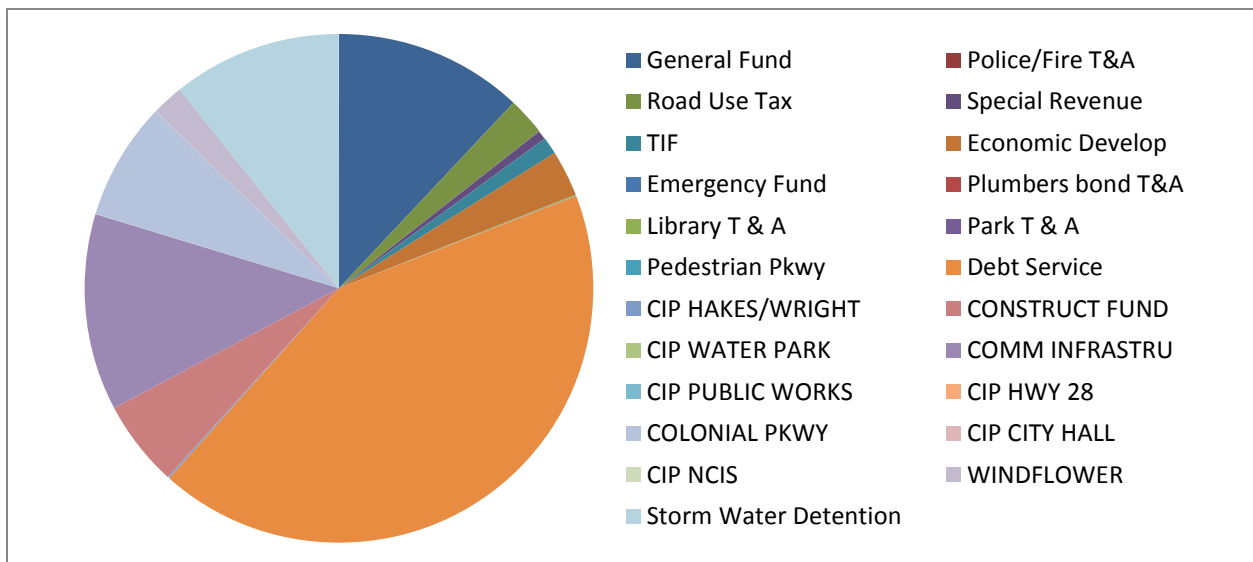
\*Information provided from Incode payroll earnings history report.

We processed monthly bills, council payables and miscellaneous debt payments during the month totaling \$4,264,874.78 in **expenditures**.



\*(Information provided from Incode month to date treasurer's report March 2015, ran April 10)

**Revenues** received this month totaled \$5,421,258.80.



\*(Information provided from Incode month to date treasurer's report March 2015, ran April 10)

MTD TREASURERS REPORT

AS OF: MARCH 31ST, 2015

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE	TOTAL INVESTMENTS
001-GENERAL FUND	631,698.30	480,390.57	458,189.60	653,899.27	0.00	645.66	654,544.93	0.00
002-T & A HEALTH INSURANCE SE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
003-T & A POLICE/FIRE	77,363.13	5.57	300.00	77,068.70	0.00	0.00	77,068.70	0.00
110-ROAD USE TAX FUND	580,156.64	96,211.90	317,471.64	358,896.90	0.00	583.26	359,480.16	0.00
112-SPECIAL REVENUE	620,289.63	22,992.37	195,013.56	448,268.44	0.00	( 596.84)	447,671.60	0.00
113-T A SELF FUND DEDUCTIBLE	24,075.95	0.00	0.00	24,075.95	0.00	0.00	24,075.95	0.00
125-TIF	2,520,751.79	43,156.73	2,176,263.00	387,645.52	0.00	0.00	387,645.52	0.00
145-HOUSING REHAB	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
160-ECONOMIC DEVELOPMENT	( 9,244.82)	116,711.00	3,726.51	103,739.67	0.00	6.73	103,746.40	0.00
170-EMERGENCY FUND	32,018.96	2.31	0.00	32,021.27	0.00	0.00	32,021.27	0.00
175-INSURANCE CLAIM RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
181-T & A PLUMBERS BONDS	10,489.37	0.76	0.00	10,490.13	0.00	0.00	10,490.13	0.00
183-T & A LIBRARY	21,326.89	2,703.44	0.00	24,030.33	0.00	0.00	24,030.33	0.00
184-T & A PARK TRUST	101,406.73	907.55	0.00	102,314.28	0.00	0.00	102,314.28	0.00
186-T & A KEEP NORWALK BEAUTI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
188-PEDESTRIAN PATH-LEGACY 8	4,654.91	0.34	0.00	4,655.25	0.00	0.00	4,655.25	0.00
189-PEDESTRIAN PATH-ORCH RID1	1,131.49	0.08	0.00	1,131.57	0.00	0.00	1,131.57	0.00
200-DEBT SERVICE FUND	170,630.96	1,700,540.46	189,925.00	1,681,246.42	0.00	0.00	1,681,246.42	0.00
301-CIP - MULTI-PROJECT/TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
305-CIP - 50TH STREET	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
310-CIP - PUBLIC SAFETY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
315-CIP- FIRE STATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
320-CIP - HAKES/WRIGHT RD	( 4,042.57)	4,042.57	0.00	0.00	0.00	0.00	0.00	0.00
325-CONST FUND PARKS & TRAILS	487.83	220,000.04	12,068.75	208,419.12	0.00	0.00	208,419.12	0.00
330-CIP - WATER TOWER PARK	27,807.90	2.00	0.00	27,809.90	0.00	0.00	27,809.90	0.00
340-CIP - POOL	( 25,758.55)	0.00	0.00	( 25,758.55)	0.00	0.00	( 25,758.55)	0.00
350-CIP - SAFE ROOM PROJ	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-COMM INFRASTRUCTURE FUND	545.59	500,000.04	0.00	500,545.63	0.00	0.00	500,545.63	0.00
370-CIP PUBLIC WORKS FACILITY	10,987.00	0.79	0.00	10,987.79	0.00	0.00	10,987.79	0.00
380-CIP HWY 28 SIGNAL PROJECT	9,192.89	0.66	0.00	9,193.55	0.00	0.00	9,193.55	0.00
385-COLONIAL PKWY IMPROVEMENT	( 191,997.18)	300,000.00	2,086.60	105,916.22	0.00	0.00	105,916.22	0.00
390-CIP CITY HALL	( 654.00)	654.00	0.00	0.00	0.00	0.00	0.00	0.00
400-CCF INDUST PARK/COL PKWY	( 15,529.55)	0.00	0.00	( 15,529.55)	0.00	0.00	( 15,529.55)	0.00
405-CIP-NCIS INFRASTRUCTURE	3,492,128.68	251.48	0.00	3,492,380.16	0.00	0.00	3,492,380.16	0.00
410-CIP-NORWALK FIBEROPTIC	( 357,578.99)	0.00	0.00	( 357,578.99)	0.00	0.00	( 357,578.99)	0.00
415-CIP-WINDFLOWER STRM WATR	( 80,301.51)	80,301.51	0.00	0.00	0.00	0.00	0.00	0.00
420-STORM WATER DETENTION PRO	0.00	429,850.00	493.48	429,356.52	0.00	0.00	429,356.52	0.00
425-LIBRARY ROOF PROJECT	( 2,176.62)	225,000.00	0.00	222,823.38	0.00	0.00	222,823.38	0.00
430-GATEWAY PROJECT	0.00	175,000.00	0.00	175,000.00	0.00	0.00	175,000.00	0.00
435-50TH STREET BRIDGE PROJEC	0.00	180,000.00	0.00	180,000.00	0.00	0.00	180,000.00	0.00
600-WATER FUND	373,592.86	142,502.34	188,075.17	328,020.03	0.00	116.04	328,136.07	0.00

CITY OF NORWALK  
MTD TREASURERS REPORT  
AS OF: MARCH 31ST, 2015

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE	TOTAL INVESTMENTS
GRAND TOTAL	11,257,348.31	5,421,243.39	4,464,740.68	12,213,851.02	0.00	853.23	12,214,704.25	0.00
	=====	=====	=====	=====	=====	=====	=====	=====
					OUTSTANDING DEPOSITS		5,151.77	
					OUTSTANDING CHECKS		71,067.21	
					BANK BALANCE		12,280,619.69	
							=====	

\*\*\* END OF REPORT \*\*\*

# Norwalk Fire Department

1100 Chatham Avenue, Norwalk, Iowa 50211

Phone: 515.981.4316 Fax: 515.981.4779

WWW.NORWALK.IOWA.GOV



To: Honorable Mayor, Council Members, City Manager

From: Dustin Huston, Fire Chief

Date: April. 10th, 2015

RE: Fire Department Report for the month of March

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## ***Statistics***

March had 88 calls for service. We are up compared to this time last year for calls of service.

See second page with response graph.

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## ***Significant Emergencies***

- We had seven (7) days with four or more calls, this included four (4) days with six (6) calls and one with nine (9) calls. We had a weekend where we ran 18 calls from Friday – Monday morning. This is a huge jump when we average almost 2.5 calls/day.
- Three gas fires to kick off the season.
- Assisted Carlisle with an early morning house fire.

## ***Special Events***

- We completed a forcible entry class that I have been trying to get in Norwalk on Saturday the 14<sup>th</sup>. This class cost us about \$1,000 but was one of the best classes I have participated in. We had a follow up class the following Wednesday and were able to train people who could not make the Saturday class so it was very successful.

## ***Inspections:***

- Commercial:
  - Seven completed
  - Four re-inspections required
- Rental:
  - Letters have been sent to apartments letting them know we will be starting to schedule inspections in April.

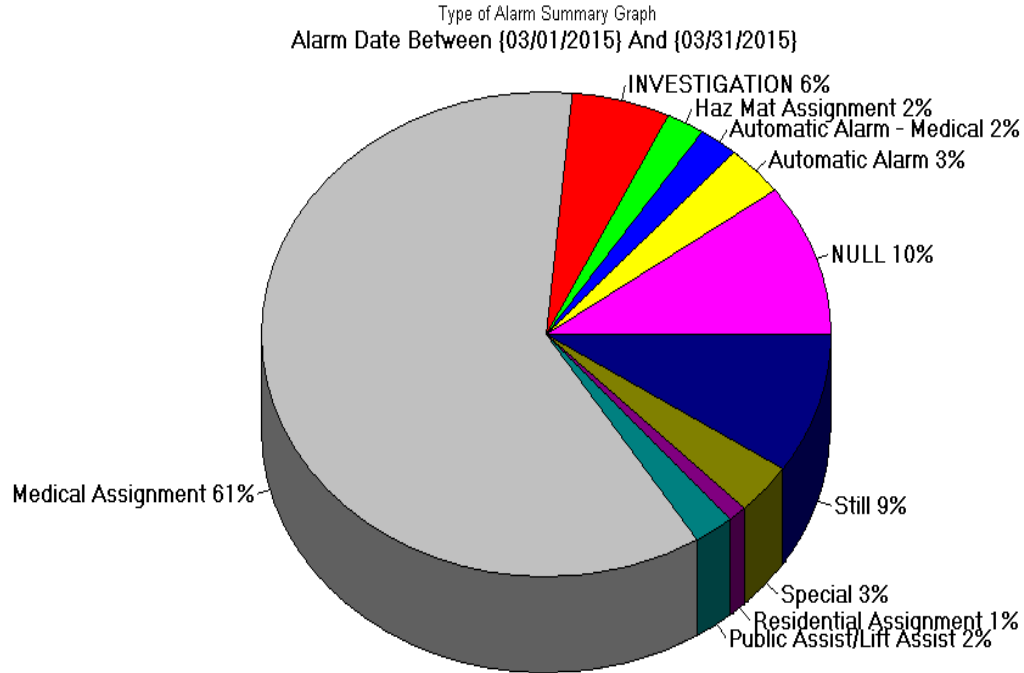
## ***Training***

- EMS training was Geriatrics.
- Fire Training was forcible entry.

### **Fire Department Statistics**

Calls for service for March 2015 were:

- EMS Calls – 60
- Fire Calls – 28
- TOTAL CALLS - 88



### **Mutual Aid Requests for the Month:**

- Martensdale - 2
- Indianola – 14
  - They had an ambulance down and we transported 45% of the time which is higher than the normal 20% of the time we provide assistance/coverage. The number of times we covered them looks higher but due to the more than double transport average it's similar to past months.
- Carlisle - 2
  - This included on fire response



**Board of Trustees  
Fiscal Year 2015**

**Board of Trustees**

Tom Dunn  
President

Andrea Johnson  
Treasurer

Dyann Vilez  
Secretary

Jordyn Hill

Laura Greiner

Judy Corcoran

Steve Clarke

Holly Sealine  
Library Director

**Norwalk Easter Public Library  
Monthly Director's Report  
April 2015**

**Statistics:**

- Library Visitors during previous month: 5,329
  - 3.33 % increase from March 2014
- Circulation of items during previous month:
  - 7,199 (items within library)
  - 488 (Wilbor items)
  - 34 (Zinio items)
  - **7,721 Total**
    - 6.13 % increase from March 2014
- New Accounts during previous month: 42
- Children's Programs during previous month:
  - 27 (357 participants)
- Teen Programs during previous month:
  - 1 (2 participants)
- Adult Programs during previous month:
  - 11 (85 participants)

**Youth Services Update:**

- The big event in March was our Baby Explorers series! Every Saturday morning this month, we had a 45 minute program for babies 0-18 months that focused on a different theme: sensory activities, fine motor skills, sound and music, and language development. We had songs, stories, rhymes, and a play time with DIY toys and activity ideas. The series was so successful and well attended that we've had a request to continue the program by community members! Plans are in the works.
- During Spring Break we had a drop-in activity every day, including Legos, Play Dough, a movie, and teen Wii gaming. Attendees appreciated having a flexible program for a variety of ages, and we saw some innovative creations!
- We wrapped up the Winter Read program at the beginning of March with a field trip to Animal Lifeline of Iowa with 27 students from Oviatt



- Elementary. The Winter Read participants earned 575 pounds of food for the shelter! Thanks to Norwalk Lions Club and Norwalk Veterinary Clinic for their support of this program.
- Early Out Wednesday programs have also been well received. Since remodeling the program's average attendance has increased from 5 to 20! In February we made art out of craft foam, did science experiments with candy, built houses with Legos, and more.

#### **Adult Services Update:**

- We had an adult outreach program with the Norwalk Women's Club in which we were able to share a few of the services the library provides patrons on a regular basis.
- Our monthly Craft Night was again extremely successful with 18 participants for our Pinterest Party, which also ended up acting as a Learn at your Library event as well. Participants had 9 projects to choose from and try out.
- Displays and promotions are continuing to increase circulation. The two displays were craft books with a Pinterest flare and a Movie/Book display.
- Finally, we have also had multiple technology assistance trainings for patrons in a 1:1 environment.

#### **Assistant Director Update:**

- We will be sponsoring a Book Sale Fundraiser May 16 – 23 (possibly longer if items are still selling). The book sale will focus on children and teen materials, but we will have adult materials as well. We have invited community members to donate gently used items for the sale. Everything is free-will donation. Please feel free to support the library by coming to the sale or by donating items. All proceeds will be used towards the Raise the Roof campaign.



## March 2015 Park and Recreation Activities

### March Highlights

The Spring/Summer brochures arrived and dispersed to several Norwalk business to pass out and the on-line version was uploaded to our website. The remainder of our winter programs finished up: Bingo, Adult VB, Early Out Art Class, and Adult BB. The spring soccer season got under way without a weather delay.

### Park Commission Board

The board met on Mar 4 with six members and one guest attending. We had a representative from the dog park committee, Jason Olerich, come and present what committee has been doing. Review the budget, noting the \$1/month money going to the fireworks this year. Review the trails map that Veenstra & Kimmer had made. Discussed the future park out west of town.

### Staff

We hired a new employee, Adam Seibert, as the Sports Complex/Parks Supervisor. He has worked part-time for the Parks & Rec department since 2007. Dan organized the field rental meeting and the spring soccer meeting. Adam hired tournament help and has the first tournament done for the season. Nancy and Dan continue working on the IPRA conference with local Parks & Rec directors. Dan and Nancy also attended a pool school meeting. Louise completed two grants for new/additional picnic tables for our parks.

Activity	Team	Participants
Just For Kicks Soccer	20	118
Kindergarten Soccer	10	65
1st & 2nd Grade Soccer	8	76
3rd & 4th Grade Soccer	4	47
5th-7th Grade Soccer	2	24
Norwalk TKD		19
EO Art Class		15
OPALS		12
Sr Exercise		13

Soccer 302 up to 330  
Spring 2014 - 367

Submitted by  
Nancy Kuehl, Director



**TO:** HONORABLE MAYOR AND MEMBERS OF COUNCIL  
**FROM:** GREG STAPLES, CHIEF OF POLICE  
**SUBJECT:** MONTHLY REPORT –MARCH 2015  
**DATE:** APRIL 16, 2015  
**CC:** MARKETA OLIVER, CITY MANAGER

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### **Significant Incidents**

- Officers responded to a burglary of the concession stand on the high school campus. During the investigation it was found that subjects also entered the school building and caused damage. The suspects were identified and charged. All three were juveniles and students at the school.
- Officers responded to a serious dog bite / attack. A dog owned by Kathryn Christ was being walked when it attacked and severely injured a dog owned by Connie Schall. Schall was also bitten when trying to separate the dogs. The dog was declared vicious and was later euthanized by the owner; Kathryn Christ.

### **Community Policing / Involvement**

- Chief Staples attended the Public Safety CIAC meeting on the 10<sup>th</sup>
- Assistant Chief Westvold attended Community Chat on the 14<sup>th</sup>
- Sergeant Martin presented to the Lakewood Village Association on the 16<sup>th</sup>
- Chief Staples attended the Safe and Drug Free Schools SIAC meeting on the 24<sup>th</sup>
- Chief Staples held the first "Lunch with Chief" event on the 30<sup>th</sup> with Ms. Clark's 2<sup>nd</sup> grade class

### **Training**

- There was no training received / given during the month of March

## Statistical Reporting

### Traffic and General Activities 1<sup>st</sup> Quarter 2015

	Jan	Jan		Feb	Feb		Mar	Mar		Quarter	Quarter	
	2014	2015	Change	2014	2015	Change	2014	2015	Change	2014	2015	Change
<b>Traffic Related</b>												
Traffic Stops	58	48	-10	72	118	46	129	164	35	259	330	71
Moving Violations	12	16	4	25	27	2	30	43	13	67	86	19
Non-Moving Violations	6	6	0	15	10	-5	18	11	-7	39	27	-12
Written Warnings	15	28	13	8	58	50	52	76	24	75	162	87
Crash Investigations	9	13	4	5	4	-1	7	4	-3	21	21	0
<b>General Activities</b>												
Drug Investigations	6	2	-4	3	3	0	3	2	-1	12	7	-5
Officer Initiated Incidents	0	0	0	0	2	2	0	1	1	0	3	3
Public Service Calls	43	49	6	31	41	10	41	52	11	115	142	27
Calls For Service	273	384	111	313	337	24	432	405	-27	1018	1126	108

Officer Initiated Incidents were not tracked until July 2014

### Criminal Incidents 1<sup>st</sup> Quarter 2015

	Jan	Jan		Feb	Feb		Mar	Mar		Quarter	Quarter	
	2014	2015	Change	2014	2015	Change	2014	2015	Change	2014	2015	Change
<b>Crimes Against Person</b>												
Assault Offenses	1	1	0	3	2	-1	4	2	-2	8	5	-3
Sexual Assault Forcible	1	0	-1	0	1	1	0	0	0	1	1	0
Sexual Assault Non-Forcible	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0
<b>Subtotal</b>	2	1	-1	3	3	0	4	2	-2	9	6	-3
<b>Crimes Against Property</b>												
Burglary	0	1	1	0	0	0	0	1	1	0	2	2
Fraud / Forgery / Embezzle	4	1	-3	3	2	-1	2	3	1	9	6	-3
Theft / Larceny	3	6	3	6	2	-4	7	4	-3	16	12	-4
Motor Vehicle Theft	0	0	0	0	0	0	0	0	0	0	0	0
Property Damage	2	3	1	6	1	-5	1	3	2	9	7	-2
<b>Subtotal</b>	9	11	2	15	5	-10	10	11	1	34	27	-7
<b>Total</b>	11	12	1	18	8	-10	14	13	-1	43	33	-10

### Clearance Rates 1<sup>st</sup> Quarter 2015

	Jan			Feb				March				
	2015	Cleared	Inactive	Active	2015	Cleared	Inactive	Active	2015	Cleared	Inactive	Active
<b>Crimes Against Person</b>												
Assault Offenses	1	1			2	2			2	2		
Sexual Assault Forcible	0				1		1		0			
Sexual Assault Non-Forcible	0				0				0			
Robbery	0				0				0			
Homicide	0				0				0			
<b>Subtotal</b>	1	1	0	0	3	2	1	0	2	2	0	0
<b>Crimes Against Property</b>												
Burglary	1		1		0				1	1		
Fraud / Forgery / Embezzle	1		1		2		2		3	1	1	1
Theft / Larceny	6	1	5		2		2		4		4	
Motor Vehicle Theft	0				0				0			
Property Damage	3	1	2		1	1			3	1	2	
<b>Subtotal</b>	11	2	9	0	5	1	4	0	11	3	7	1
<b>Total</b>	12	3	9	0	8	3	5	0	13	5	7	1

Clearance Rate Totals  
1<sup>st</sup> Quarter 2015

Crimes Against Person	Total	Cleared	Clear %
Assault Offenses	5	5	100
Sexual Assault Forcible	1	0	0
Sexual Assault Non-Forcible	0	0	0
Robbery	0	0	0
Homicide	0	0	0
<i>Subtotal</i>	6	5	83
Crimes Against Property			
Burglary	2	1	50
Fraud / Forgery / Embezzle	6	1	16
Theft / Larceny	12	1	8
Motor Vehicle Theft	0	0	0
Property Damage	7	3	43
<i>Subtotal</i>	27	6	22
<b>Total</b>	<b>33</b>	<b>11</b>	<b>33</b>

Out and About with the NPD

Officer Palmer talking with some young Norwalkians



# Norwalk Community Development March 2015 Monthly Report



## Planning and Zoning Commission

The Planning and Zoning Commission met once in March to discuss several upcoming projects. On March 23, 2015, the Commission held a public hearing and considered an amendment to the Echo Valley Community Planned Unit Development (PUD). The PUD amendment would allow for a "village" concept to be developed on Parcel C of the Echo Valley Community PUD. The "village" concept included narrower front setbacks and provisions for a 26' wide street in a 50' wide public right-of-way.

The Commission also discussed an item related to the Norwalk Trails System study. Last month, the Commission heard a presentation from John Micka with Veenstra & Kimm on various route options for connecting the current trail system with the Great Western Trail. At the March 23<sup>rd</sup> meeting, the Commission voted to select a preferred route to connect to the Great Western Trail. That route was to be on the north side of the Beardsley Street right-of-way and connect to a trail on the east side of the 50<sup>th</sup> Street right-of-way that would connect with the West Des Moines trail network that leads to the Great Western Trail.

The Commission also continued discussion on the Zoning Code update. Chris Shires with Confluence presented research on the architectural standards of the other communities in the metro area. The Commission discussed the varying levels of standards and provided input that Mr. Shires is incorporating into the update.

## Board of Adjustment

The Board of Adjustment did not meet in March.

City of Norwalk - March New Construction Building Permits								
BP Issued	Single Family	Value	Townhome	Value	Multi-Family	Value	Commercial	Value
2014								
This month	8	\$ 2,957,454	0	\$ -	2	\$ 6,945,179	0	\$ -
YTD	13	\$ 4,957,889	0	\$ -	2	\$ 6,945,179	1	\$ 4,072,969
FYD	59	\$ 19,407,231	21	\$ 5,516,923	2	\$ 6,945,179	1	\$ 4,072,969
2013								
This month	5	\$ 1,010,194	0	\$ -	0	\$ -	0	\$ -
YTD	8	\$ 1,821,706	0	\$ -	0	\$ -	0	\$ -
FYD	37	\$ 10,048,314	14	\$ 2,431,310	0	\$ -	1	\$ 1,471,204
2012								
This month	5	\$ 1,584,394	0	\$ -	0	\$ -	0	\$ -
YTD	6	\$ 1,872,808	0	\$ -	0	\$ -	0	\$ -
FYD	32	\$ 8,834,035	8	\$ 2,349,592	0	\$ -	3	\$ 6,537,756
2011								
This month	1	\$ 341,736	0	\$ -	0	\$ -	0	\$ -
YTD	1	\$ 341,736	0	\$ -	0	\$ -	0	\$ -
FYD	15	\$ 3,723,223	4	\$ 810,579	2	\$ 4,833,673	1	\$ 1,223,936

## **MARCH BUILDING INSPECTIONS**

Deck	7
Electrical	39
Final	8
Footing	23
Foundation Drain	75
Foundation Wall	18
Framing	45
Mechanical	42
Plumbing	39
Sheer Wall	3
Sidewalk/Approach	18
Tar/Tile/Gravel	12
<b>TOTAL INSPECTIONS</b>	<b>329</b>

# MEMORANDUM

**TO:** Tom Phillips, Mayor; Norwalk City Council  
**FROM:** Tim Hoskins, Public Works Director  
**CC:** Marketa Oliver, City Manager  
**DATE:** April 16, 2015  
**RE:** Public Works Activity Report  
**Period:** March, 2015

In March we have started to see increased activity in development due to warmer weather. In the table below for water you can see our consumption started to climb back up and locates took a big jump. Our daily average for March was 569,645 gallons, peak daily flow was 803,000 gallons, and our low daily usage was 413,000 gallons.

## WATER ACTIVITIES:

MONTH	FINAL READS	METER INSTALL	IRRIGATION METER	WATER ON/OFF	LOCATE STOP BOX	UTILITY LOCATE	MAIN BREAK	VALVE MAINT.	HYD MAINT.	WATER CONSUMP.
July	22	26	0	17	23	224	0	0	0	26,822,000
August	34	41	0	19	46	200	0	0	0	24,597,000
Sept	20	20	0	14	8	340	0	0	0	18,796,003
Oct	30	22	0	17	32	323	0	0	0	18,679,000
Nov	25	8	0	8	7	123	0	0	0	15,918,935
Dec	19	10	0	14	97	129	0	0	0	18,165,728
Jan	17	12	0	4	9	118	0	0	0	17,808,368
February	19	17	0	4	4	20	0	0	0	15,284,000
March	32	36	0	17	9	322	1	0	0	17,659,000
April										
May										
June										
TOTAL	218	192	0	114	235	1799	0	0	0	173,730,034
Avg.										19,303,337

- We show one main break which turned out to be a leaking joint that we were able to tighten.
- Daily master pit readings
- Installation of meters with new development and change-outs
- Utility locates
- Turn on water at sports complex
- Water operators attending training in Newton
- Remove meter pit and connections in field east of MidAmerican Substation
- Complete Monthly Operating Report for IDNR
- Transport bacterial tests to DMWW Lab
- Conduct service disconnects due to failure to pay



**WASTEWATER ACTIVITIES:**

- Continue with manhole inspections
- Fabricated the camera trailer for inspections of wastewater and storm water mains
- Perform lift station daily checks and recording
- Clean sewer main on Colonial Circle
- Sanitary sewer cleaning and inspection program
- Work on Lakewood Lift Station Building
- Performed emergency sewer cleaning activities
- Clean lift station grit baskets (this is a weekly activity)

**ROADWAY RELATED ACTIVITIES:**

- Fabricate brackets for installing street name signs on the top of stop signs
- Patching of pot holes
- Get parking signs and permits for Holly Dr. project
- Clean right of way from trash through the winter
- Replace damaged areas from snow removal
- Replace damaged stop sign
- Replace damaged weight limit sign on High Road
- Start restoration of projects disrupted last fall
- Remove snow fencing
- Replace mail boxes damaged during snow removal
- Remove old wood posts on Masteller
- Sweep Streets
- Remove low hanging tree limb on Lane
- Installation of signs as part of the IDOT grant as well as upgrades to other existing signs and supports.

**ANIMAL CONTROL:**

- Pickup and kennel dogs
- Clean and sanitize kennels

**CUSTODIAL/BUILDING & GROUNDS MAINTENANCE ACTIVITIES:**

- Conduct monthly inspections
- Delivered totes and yard waste bags to city hall
- Clean parking lots
- Install fountain in pond
- Start spring landscaping at city hall
- Clean floor drains at Cherry St.
- Employee attending Hazwopper training
- Clean out shop floor drains
- Addressed several work orders at the library

- Set up council chambers
- Performed fire extinguisher inspections
- Set up council chambers for meetings
- Repaired leaking toilets at city hall
- Managed the annual fire extinguisher inspection for all city facilities
- Lowered flags at city facilities as ordered by the governor
- Cleaned sump pits and drains at public works, fire, and police departments
- General cleaning & custodial at city buildings

#### **STORMWATER INSPECTIONS AND REPORTING:**

Activity is starting to pick up now as the weather improves.

03/13/2015	ESTATES ON THE RIDGE	VISTA		RANDOM
03/13/2015	1412 MISTY LN	JOHNSTON DEVELOPMENTS		RANDOM
03/13/2015	1415 MISTY LN	TEAL CREEK		RANDOM
03/13/2015	1204 SILVERADO DR	BRILL HOMES		RANDOM
03/13/2015	1915 ESSEX CIR	ELITE BUILDERS		RANDOM
03/13/2015	9318 ECHO RIDGE TRAIL	BUSSANAMAS		RANDOM
03/13/2015	315 HIGH RD	HUBBELL		RANDOM
03/13/2015	104 ORCHARD TRAIL			RANDOM
03/17/2015	2890 PARK PLACE	R.M. MADDEN CONST.	EROSION CONTROLS	RANDOM
03/17/2015	2888 PARK PLACE	R.M. MADDEN CONST.	EROSION CONTROLS	RANDOM
03/19/2015	1316 PARKHILL DR	BLAUE SKY CONSTRUCTION	CONCRETE WASHOUT	RANDOM
03/19/2015	LEGACY LANDING	HUBBELL	EROSION CONTROLS	RANDOM
03/19/2015	2888 PARK PLACE	R.M. MADDEN CONST.	RETURN COMPLIANCE	RECHECK
03/19/2015	2890 PARK PLACE	R.M. MADDEN CONST.	RETURN COMPLIANCE	RECHECK
03/19/2015	1921 WETHERSFIELD DR	KRM HOMES		RANDOM
03/19/2015	1803 WETHERSFIELD DR	GENESIS HOMES		RANDOM
03/19/2015	1711 WETHERSFIELD	ORTON HOMES	EROSION CONTROLS	RANDOM
03/19/2015	118 WEST HIGH ROAD	ORTON HOMES	EROSION CONTROLS	RANDOM
03/19/2015	716 SAWGRASS DR	HUBBELL	WASH-OUT/CONTROLS	RANDOM
03/19/2015	720 SAWGRASS DR	HUBBELL	EROSION CONTROLS	RANDOM

03/20/2015	400 BEARDSLEY	LEEPER, TODD/KRISTA	EROSION CONTROLS	COMPLAINT
03/23/2015	700-704-708-712 CYPRES PLACE	HUBBELL		RANDOM
03/23/2015	2841 PRAIRIE ROSE	NEIGHBORHOOD BUILDERS		RANDOM
03/23/2015	302 HIGH RD	JACK SAWYER	EROSION CONTROLS	RANDOM
03/23/2015	2935 PRAIRIE ROSE DR	ORTON HOMES	EROSION CONTROLS	RANDOM
03/23/2015	1412 MISTY LN	JOHNSON CONSTRUCTION		RANDOM
03/23/2015	9411 CONEFLOWER CIRCLE	KRM HOMES	EROSION CONTROLS	RANDOM
03/23/2015	3049 PRAIRIE ROSE	GENESIS HOMES		RANDOM
03/25/2015	716 SAWGRASS DR	HUBBELL	DIRT ON STREETS	RANDOM
03/25/2015	717 SAWGRASS DR	HUBBELL	DIRT ON STREETS	RANDOM
03/25/2015	720 SAWGRASS DR	HUBBELL	DIRT ON STREETS	RANDOM
03/25/2015	721 SAWGRASS DR	HUBBELL	DIRT ON STREETS	RANDOM
03/25/2015	724 SAWGRASS DR	HUBBELL	DIRT ON STREETS	RANDOM
03/25/2015	728 SAWGRASS DR	HUBBELL	DIRT ON STREETS	RANDOM
03/25/2015	106 WEST HIGH ROAD	HUBBELL		RANDOM
03/26/2015	406 VALENCIA CT	DESTINY HOMES	BAG WILL BE USED	RANDOM
03/26/2015	ORCHARD VIEW 1, 2 &3	HAPPE HOMES	EROSION CONTROLS	RANDOM
03/27/2015	1316 PARKHILL DR	BLUE SKY CONSTRUCTION	EROSION CONTROLS	RANDOM
03/27/2015	1808 BRISTOL	HUBBELL	ROCK ALONG STREET/EROSION CONTROLS	COMPLAINT
03/27/2015	2945 WINDSOR DR	HUBBELL		RANDOM
03/27/2015	2058 DORCHESTER CIRCLE	HUBBELL	FULL WASH-OUT	RANDOM
03/27/2015	106 WEST HIGH ROAD	HUBBELL		RANDOM
03/27/2015	1711 WETHERSFIELD	ORTON HOMES	EROSION CONTROLS	RANDOM
03/27/2015	118 WEST HIGH ROAD	ORTON HOMES	EROSION CONTROLS	RANDOM
03/27/2015	ESTATES ON THE RIDGE	VISTA	EROSION CONTROLS	RANDOM
03/27/2015	COUNTRYSIDE GOLF DEV.	TROST DEVELOPMENT	EROSION CONTROLS	RANDOM
03/27/2015	700-704-708-712 CYPRES PLACE	HUBBELL	DIRT ON STREETS	RANDOM
03/31/2015	117 WEST HIGH ROAD	HUBBELL		RANDOM

03/31/2015	110 WEST HIGH ROAD	HUBBELL		RANDOM
03/31/2015	106 WEST HIGH ROAD	HUBBELL	EROSION CONTROLS	RANDOM
03/31/2015	3153 PRAIRIE ROSE		CONCRETE WASHOUT	RANDOM
03/31/2015	1412 MISTY LN	JOHNSTON DEVELOPMENTS	EROSION CONTROLS	RANDOM

#### NUISANCE ACTIVITY:

1203 HUNTER DR	MERRIMAN, DANIELT/LESLIE D	SNOW ON SIDEWALK
1714 MERLE HUFF	TOMLINSON, MEGAN	SNOW ON SIDEWALK
1440 HUNTER DR	BROWN, GARY ANDREW/BROWN, RHONDA MARIE	SNOW ON SIDEWALK
2505 SHADY LANE	GILMORE, NEIL/JENNIFER	SNOW ON SIDEWALK
2302 SHADY LANE	KOKKE,CHRISTOPHER/JULIANNE	SNOW ON SIDEWALK
2214 SHADY LANE	POORTINGA, KAILEE S	SNOW ON SIDEWALK
2114 SHADY LANE	BAKER, JESSICA L	SNOW ON SIDEWALK
2401 SHADY LANE	SAMMONS, JAMIEL/SHERI L	SNOW ON SIDEWALK
1201 ROLLING HILS CT	POLASKI,SHAEN T/FAIRBANKS, AMBER K	SNOW ON SIDEWALK
1402 MERLE HUFF	ANDERSON, ZACKERY D/DAWN R	SNOW ON SIDEWALK
1910 MERLE HUFF	BOYD, DONALD W/KAREN S	SNOW ON SIDEWALK
1916 MERLE HUFF	KELLENBERGER, DAVID P/KELLENBERGER JENNIFER L	SNOW ON SIDEWALK
2112 MERLE HUFF	ANDREWS, STEPHEN P/CHRISTINE	SNOW ON SIDEWALK
2225 SHADY LANE	YEAZEL, BARBARA	SNOW ON SIDEWALK
2125 SHADY LANE	STRUTHERS, PHILIP E/AMANDA J	SNOW ON SIDEWALK
2104 SHADY LANE	GORNICK, DONALD LEE	SNOW ON SIDEWALK
2319 SHADY LANE	KUDER, LISA A	SNOW ON SIDEWALK
1110 RICHARD GEORGE DR	WAINWRIGHT, GORDON MICHAEL	SNOW ON SIDEWALK
1316 EDMONT PL	HILDRETH, MARK E/NANCY E	SNOW ON SIDEWALK
1310 EDMONT PL	EVANS, NICOLE M	SNOW ON DIDEWALK
407 CENTER ST	STAUDE, RODNEY A/MARGARET A	RUBBISH/DEBRIS
2213 AVERY DR	GILLMAN, DAWN D	VEHICLE ON GRASS
703 HIGH ROAD	HARLAN, CLIFFORD K/KIMBERLEY KAY	VEHICLE ON GRASS
2226 PARKHILL DR	O'CONNOR, PAMELA M	VEHICLE ON GRASS
2027 NORWOOD DR	DUNBAR, PATRICA R	VEHICLE ON GRASS
708 CENTER ST	SNETHEN, PAUL/LINDA	VEHICLE ON GRASS
918 EAST 17TH ST	NORWALK PARK APARTMENTS/OSWALD INVESTMENTS	RUBBISH/DEBRIS
4705 WAKONDA DR	BANK OF AMEICA NA	RUBBISH/DEBRIS
4355 GRAND VIEW DR	OPPERMAN, THOMAS/ROSE	VEHICLE ON GRASS
9189 HAPPY HOLLOW DR	UPDEGRAFF, ERIC M	VEHICLE ON GRASS
9200 HAPPY HOLLOW DR	FRETTIM, JOSHUA M/TIFFANY A	VEHICLE ON GRASS
2205 WINDFLOWER DR	MCCORD, CHARLES R	VEHICLE ON GRASS
9460 ELMCREST DR	BOCHENEK, DANIEL M/KATHLEEN	LIMBS ON PARKING
1301 CASADY DR	O'GORMAN, JOSEPH P	FURNITURE ON PARKING
407 CENTER ST	STAUDE, RODNEY A/MARGARET A	RUBBISH/DEBRIS
614 KNOLL DRIVE	FORGET PROPERITES 25 LLC	TREE

501 CENTER STREET	WATKINS, WILLIAM D LE/c/o CATHY M WATKINS	FURNITURE ON PARKING
4720 CANDLEWICK DR	STANLEY, JAMES	FURNITURE ON PARKING
1207 RICHARD GEROGGE	BERGMAN, JANICE MARIE	VEHICLE ON GRASS
1111 HOLLY DR	CORNISH, PATRICK J/ALICE	VEHICLE ON GRASS
8028 AUGUSTA CIRCLE	HUTTON, DAVID LARRY	FURNITURE ON PARKING

**ADMINISTRATIVE:**

- Attend Traffic Incident Management training in Ames
- Prepare and monitor daily activities for public works staff
- Prepare documents for council meetings
- Attend Metro Waste Board meeting
- Attend Utility Advisory Commission meeting
- Attend WRA Board Meeting
- Hold public open house at city hall for Holly Dr. construction project
- Attend SCIAC infrastructure meeting
- Attend Northwest Trunk Sewer No. 4 preconstruction conference
- Attend Spring Iowa Public Works Association Conference
- Attend West Metro Public Works sharing and purchasing cooperative meeting
- Attended council meetings
- Attend weekly department head meetings
- Meet with developer and their engineer for planned subdivision
- Review and comment of site plans, preliminary plats, and construction plans
- Review excavation and utility requests



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No. 7  
For Meeting of 04.16.2015

**ITEM TITLE:** Discussion regarding a Norwalk smartphone application

**CONTACT PERSON:** Marketa George Oliver, City Manager

**SUMMARY EXPLANATION:** The Norwalk Area Chamber of Commerce is pursuing the development of a smartphone application and would like to partner with the City and/or School District in the creation of the application. The application would be similar to the "Pella Now" application. The cost of the Pella Now application was \$3,000 to develop and costs \$59 per month to host. The application includes event calendars; restaurants; retail shopping; discounts, etc. Representatives from the Chamber will be at the meeting to answer questions about the application.

☒ Resolution ☐ Ordinance ☐ Contract ☐ Other (Specify) \_\_\_\_\_

Funding Source: Technology Budgets

APPROVED FOR SUBMITTAL \_\_\_\_\_

Marketa Oliver, City Manager

**STAFF RECOMMENDATION:** This is a discussion item.



## BUSINESS OF THE CITY COUNCIL

### AGENDA STATEMENT

Item No. 8  
For Meeting of 04.16.2015

**ITEM TITLE:** Consideration of resolution to Urban Renewal Plan Amendment for the Norwalk Urban Renewal Area (Amendment 15-01).

**CONTACT PERSON:** Marketa George Oliver, City Manager

#### SUMMARY EXPLANATION:

Attached is the Urban Renewal Plan amendment. A public hearing was held on April 2<sup>nd</sup> as was a consultation meeting for the County and the School District. The items included within the Urban Renewal Plan Amendment are included in the City's adopted budget. The amendment does not affect any tax levies or any planned future TIF revenue requests.

The City has received no written or oral comments.

☒ Resolution ☐ Ordinance ☐ Contract ☐ Other (Specify) \_\_\_\_\_

Funding Source: \_\_\_\_\_

APPROVED FOR SUBMITTAL  \_\_\_\_\_  
Marketa Oliver, City Manager

**STAFF RECOMMENDATION:** Pass resolution on a roll call vote.

RESOLUTION NO. \_\_\_\_\_

**Resolution to approve urban renewal plan amendment for  
the Norwalk Urban Renewal Area (Amendment 15-01)**

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, this City Council of the City of Norwalk, Iowa (the "City"), by prior resolution established the Norwalk Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which would facilitate the undertaking of new urban renewal projects in the Urban Renewal Area consisting of: (1) using tax increment financing to support the FY 15 and FY' 16 Urban Renewal Administration Programs; (2) using tax increment financing to support the City's Gateway Project, including the installation of promotional community signage; (3) using tax increment financing to support the installation of public infrastructure improvements related to commercial development; (4) using tax increment financing to support the construction of regional storm water management improvements; (5) using tax increment financing to support the construction of recreation trail improvements; and

WHEREAS, notice of a public hearing by the City Council on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on April 2, 2015; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Warren County and the Norwalk Community School District; the consultation meeting was held on the 2<sup>nd</sup> day of April, 2015; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Norwalk, Iowa, as follows:

Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this City Council as follows:



A. The activities proposed under the Amendment conform to the general plan for the development of the City;

B. The proposed economic development activities described in the Amendment are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved this 16<sup>th</sup> day of April 2015.

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Erika Isley, Mayor Pro Tem

ATTEST:

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Jodi Eddleman, Deputy City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Delker	—	—	—
Greteman	—	—	—
Isley	—	—	—
Jackson	—	—	—
Livingston	—	—	—

CITY OF NORWALK, IOWA

URBAN RENEWAL PLAN AMENDMENT  
NORWALK URBAN RENEWAL AREA

April, 2015

The Urban Renewal Plan (the "Plan") for the Norwalk Urban Renewal Area (the "Area") is being amended for the purpose of identifying new urban renewal projects to be undertaken therein.

**1) Identification of Projects.** By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project descriptions:

**A)**

**Name of Project:** 2015 Gateway Signage Improvements Project

**Name of Urban Renewal Area:** Norwalk Urban Renewal Area

**Date of Council Approval of the Project:** April 2, 2015

**Description of the Project:** The 2015 Gateway Signage Improvements Project will include the installation of welcome signage at the entrance to the City on Highway 28 and the installation of other way-finding signage through the Area. The 2015 Gateway Signage Improvements Project will enhance the quality of life in the City, thereby resulting in improved business retention and growth in the Area.

**Description of Properties to be Acquired in Connection with the Project:** The City will acquire such easement territory and right-of-way as are necessary to successfully undertake the 2015 Gateway Signage Improvements Project.

**Description Use of TIF for the Project:** It is anticipated that the City will pay for the 2015 Gateway Signage Improvements Project with either borrowed funds or the proceeds of an internal advance of City funds on-hand. In either case, the City's obligation will be repaid with incremental property tax revenues. It is anticipated that the City's use of incremental property tax revenues for 2015 Gateway Signage Improvements Project will not exceed \$175,000.

**B)**

**Name of Project:** 2015 Recreational Trail Improvements Project

**Name of Urban Renewal Area:** Norwalk Urban Renewal Area

**Date of Council Approval of the Project:** April 2, 2015

**Description of the Project:** The 2015 Recreational Trail Improvements Project will consist of the construction of recreational trails from Sycamore Drive to Orchard Hills Drive. It is expected that the completed 2015 Recreational Trail Improvements Project will enhance the quality of life in the City thereby resulting in improved business growth and retention in the Area.

**Description of Properties to be Acquired in Connection with the Project:** The City will acquire such easement territory and right-of-way as are necessary to successfully undertake the 2015 Recreational Trail Improvements Project.

**Description of Location and Use of TIF for the Project:** It is anticipated that the City will pay for the 2015 Recreational Trail Improvements Project with either borrowed funds or the proceeds of an internal advance of City funds on-hand. In either case, the City's obligation will be repaid with incremental property tax revenues. It is anticipated that the City's use of incremental property tax revenues for the 2015 Recreational Trail Improvements Project will not exceed \$250,000.

**C)**

**Name of Project:** 2015 Regional Storm Water Facility Project (the "Storm Water Project")

**Name of Urban Renewal Area:** Norwalk Urban Renewal Area

**Date of Council Approval of Project:** April 2, 2015

**Description of Project:** The Storm Water Project will consist of the construction of a regional storm water facility, including a circular trail for access, to handle storm water runoff from commercial and industrial properties situated in the City's Industrial Park.

The Storm Water Project will have a direct, positive impact on increased and improved commercial and industrial development in the Industrial Park situated in the Urban Renewal Area through the provision of enhanced public infrastructure in the City.

**Description of Properties to be Acquired in Connection with the Project:** The City will acquire such easement territory and right-of-way as are necessary to successfully undertake the Storm Water Project.

**Description of Use of TIF for the Project:** It is anticipated that the City will pay for the Storm Water Project with either borrowed funds or the proceeds of an internal advance of City funds on-hand. In either case, the City's obligation will be repaid with incremental property tax revenues. It is anticipated that the City's use of incremental property tax revenues for the Storm Water Project will not exceed \$1,500,000.

**D)**

**Name of Project:** Fiscal Year 2014-2015 Urban Renewal Administration and Professional Support Program (the "FY 2015 Admin Program")

**Name of Urban Renewal Area:** Norwalk Urban Renewal Area

**Date of Council Approval of the Project:** April 2, 2015

**Description of the Project:** The City will provide administrative and professional support to its urban renewal projects and initiatives in the 2014-2015 fiscal year. This support will include planning, staffing, grant writing and administration, document support, record management, accounting, legal services and such other services as are necessary to carry out and effectuate the urban renewal initiatives and objectives of the City.

**Description of Use of TIF for the Project:** It is anticipated that the City will pay for the FY 2015 Admin Program with the proceeds of an internal advance of City funds on-hand. The City's obligation will be repaid with incremental property tax revenues. It is anticipated that the City's use of incremental property tax revenues for the FY 2015 Admin Program will not exceed \$115,218.

E)

**Name of Project:** Fiscal Year 2015-2016 Urban Renewal Administration and Professional Support Program (the "FY 2016 Admin Program")

**Name of Urban Renewal Area:** Norwalk Urban Renewal Area

**Date of Council Approval of the Project:** April 2, 2015

**Description of the Project:** The City will provide administrative and professional support to its urban renewal projects and initiatives in the 2015-2016 fiscal year. This support will include planning, staffing, grant writing and administration, document support, record management, accounting, legal services and such other services as are necessary to carry out and effectuate the urban renewal initiatives and objectives of the City.

**Description of Use of TIF for the Project:** It is anticipated that the City will pay for the FY 2016 Admin Program with the proceeds of an internal advance of City funds on-hand. The City's obligation will be repaid with incremental property tax revenues. It is anticipated that the City's use of incremental property tax revenues for the FY 2016 Admin Program will not exceed \$38,500.

**2) Required Financial Information.** The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$30,760,681</u>
Outstanding general obligation debt of the City:	<u>\$18,600,000</u>

Proposed debt to be incurred in area to be incurred in connection with this April, 2015 Amendment*:	<u>\$2,078,718</u>
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\*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE CITY MANAGER TO IMPLEMENT AND SUBMIT TITLE VI PROGRAMS AND DOCUMENTS TO THE IOWA DEPARTMENT OF TRANSPORTATION**

WHEREAS, the City Of Norwalk desires to comply with the Americans with Disability Act (ADA); and

WHEREAS, the Iowa Department of Transportation (IDOT) is responsible for compliance with Title VI Compliance and ADA Reviews; and

WHEREAS, the IDOT has provided review documents for the process needed to comply with regulations and meet the expectations in advance of a pending Site Review;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Norwalk, Iowa, as follows:

Section 1. The City Manager is authorized to implement measures to meet the requirements of Title VI of the Civil Rights Act of 1964 in meeting IDOT Instructional Memorandums No. 1.070 Nondiscrimination Requirements.

Section 2. Complete a Non-Discrimination Agreement, the Standard Assurances, and the Transition Plans.

Passed and approved April 16, 2015.

\_\_\_\_\_  
Erika Isley, Mayor Pro Tem

Attest:

\_\_\_\_\_  
Jodi Eddleman, Deputy City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Delker	___	___	___
Greteman	___	___	___
Isley	___	___	___
Jackson	___	___	___
Livingston	___	___	___

**Title VI Non-Discrimination Agreement**  
**Iowa Department of Transportation**  
**and**  
**the City of Norwalk**

**Agency Information**

Name and title of administrative head:

Name: Marketa Oliver Title: City Manager

Address: 705 North Avenue

City: Norwalk State: IA ZIP Code: 50211 County: Warren

Phone/FAX: 515.981.0228 Email: moliver@norwalk.iowa.gov

Name and title of designated Title VI coordinator:

Name: Wade Wagoner Title: Planning and Economic Development Director

Address: 705 North Avenue

City: Norwalk State: IA ZIP Code: 50211 County: Warren

Phone/FAX: 515.981.0228 Email: wadew@norwalk.iowa.gov

\*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

**Title VI Program**

**I. Organization and staffing**

Pursuant to 23 C.F.R. § 200, \_\_\_\_\_ the City of Norwalk has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

**II. Assurances required**

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.



### III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
  - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
  - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

**IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities**

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice. Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
  - (a) The alleged act of discrimination.
  - (b) Date when the person(s) became aware of the alleged discrimination
  - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
  - a) The complainant's name and address, or other means by which the complainant may be contacted.
  - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
  - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
  - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
  - e) Apparent merit of the complaint.
  - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation  
Office of Employee Services – Civil Rights  
800 Lincoln Way  
Ames, Iowa 50010  
515-239-1422  
515-817-6502 (fax)  
dot.civilrights@dot.iowa.gov

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
  - a) Acknowledges receipt of the discrimination complaint.
  - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
  - c) Contains a list of each issue raised in the discrimination complaint.
  - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
  - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.
6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
  - a) Name, address and phone number of the complainant.
  - b) Name(s) and address(es) of alleged discriminating official(s).
  - c) Basis of complaint (i.e., race, color, national origin, gender).
  - d) Date of alleged discriminatory act(s).
  - e) Date of complaint received by the LPA.
  - f) A statement of the complaint.
  - g) Other agencies (state, local or federal) where the complaint has been filed.
  - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.
7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
- a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
  - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
  - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
- a) The fact that the discrimination complaint has been filed.
  - b) The identity of the complainant(s).
  - c) The identity of individual respondents to the allegations.
  - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
- a) The name and address of the complainant.
  - b) Basis of discrimination complaint.
  - c) Description of complaint.
  - d) Date filed.
  - e) Disposition and date.
  - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

**V. Sanctions**

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

**IOWA DEPARTMENT OF TRANSPORTATION**

**City of Norwalk**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Marketa George Oliver, City Manager

\_\_\_\_\_  
Printed Name and Title

04.17.15

\_\_\_\_\_  
Date

## Title VI Non-discrimination Policy Statement

The \_\_\_\_\_ (Name of City/County) \_\_\_\_\_, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's \_\_\_\_\_ (Name of Person/Department) \_\_\_\_\_, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date





**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No. 10  
For Meeting of 04.16.2015

**ITEM TITLE:** Consideration and Action Approving an Agreement with Warren Water District for Customer and Territory Buy-Out.

**CONTACT PERSON:** Tim Hoskins, Public Works Director

**SUMMARY EXPLANATION:**

For several years the City Of Norwalk and Warren Water District have held meetings in an effort to come to an agreement for the purchase of customers and territory within newly-annexed areas. The proposed agreement contains the methodology for the buyout of customers and territory. This agreement, once in place, allows for a structured purchase process. Staff believes that consummation of the agreement at this time is important due to obligations made to property owners during the annexation process as well as position the city for future growth.

There are 73 customers in the territory and the buyout cost will range between \$639,000 to \$900,000 depending on interest rates at the time of buyout.

  X   Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Contract \_\_\_\_\_ Other (Specify) \_\_\_\_\_

Funding Source: Water Funds

APPROVED FOR SUBMITTAL \_\_\_\_\_

  
Marketa Oliver, City Manager

**STAFF RECOMMENDATION:** Approval of the resolution.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AN AGREEMENT WITH WARREN WATER DISTRICT  
FOR CUSTOMER AND TERRITORY BUY-OUT**

WHEREAS, Since the western annexation took place, the City Of Norwalk has been in discussions with Warren Water District for customer and territory buy-out in an effort to serve these residents with municipal water; and

WHEREAS, annexation agreements with property owners state the City will make their best effort to complete the availability of public water within the term of the tax abatement period which expire in 2017; and

WHEREAS, this agreement is flexible in its application allowing the City of proceed with the purchase customers on multiple occasions providing it is based on logical progression and encompass all customers within that given area.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwalk, Iowa, that the City enter into a Customer and Territory Buy-out Agreement with Warren Water District.

Passed and approved this 16<sup>th</sup> day of April 2015.

\_\_\_\_\_  
Erika Isley, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Jodi Eddleman, Deputy City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Delker	___	___	___
Greteman	___	___	___
Isley	___	___	___
Jackson	___	___	___
Livingston	___	___	___



## **CITY OF NORWALK / WARREN WATER DISTRICT CUSTOMER AND TERRITORY BUY-OUT AGREEMENT**

**WHEREAS**, Warren Water District ("WWD") is a rural water district organized under Section 357A of the Code of Iowa, and provides water service to customers in Warren County, Iowa, pursuant to Order of the Board of Supervisors of Warren County, Iowa dated September 1, 1987.

**WHEREAS**, the City of Norwalk, Iowa ("City") is a municipality in the state of Iowa and provides water to customers in the City of Norwalk, Iowa.

**WHEREAS**, the City has annexed, and intends to annex in the future, certain geographic areas within WWD's defined boundaries, including territory in which WWD is now providing water service, and the City is desirous of having the option to purchase WWD's customer taps in these geographic areas.

**NOW THEREFORE**, in consideration of the mutual promises and agreement made herein, it is agreed as follows:

1. Option to Purchase. WWD and the City have mutually agreed that the City shall have the option to purchase WWD's customer taps within geographic areas annexed by the City of Norwalk, Iowa. This option to purchase may be exercised on multiple occasions during the term of this Agreement. The geographic area to be included need not include the entire area annexed by the City of Norwalk, provided that it shall be based on a reasonable and logical progression extending out from the boundaries of the city limits and including all customers within that area. If the extension is to the north or south of the City, an east-west line shall be used as the dividing line of each increment and include all customers within that area, and if the extension is to the east or west of the City, a north-south line shall be used as the dividing line of such increment and shall include all customers within that area.

2. Notice to WWD. At such time as the City determines that it is desirous of providing water to WWD customers within an area annexed by the City, the City shall provide WWD with:

- a. Written notice "(Notice)" of its intent to exercise the option;
- b. A diagram of the geographic area ("designated area") involved;
- c. The addresses of the customers whose accounts the City intends to purchase ("acquisition customers") that are included in the area; and
- d. The date on which the City will commence providing water service, which shall be at least 90 days after the date of the Notice.

3. Purchase Price of WWD Customers. If there are WWD acquisition customers within the designated area, WWD shall prepare and submit to the City within 30 days

after receiving the Notice, a statement of the present value of the "Net Revenue" from WWD's acquisition customers in the designated area. "Net Revenue" shall include the following:

- a. Actual gross revenue to WWD for the 12 months preceding the date of the Notice from all acquisition customers in the designated area as of the date of the Notice. If a WWD acquisition customer has not been a customer for a full 12 months preceding the date of the Notice, the projected revenue for 12 months shall be determined based on twelve times the average monthly revenue actually received from that customer;
- b. Less 20% of the total gross revenue for the assumed cost to WWD for pumps and water charges;
- c. The present value of the Net Revenue figure shall be calculated, based on the Net Revenue described above times the weighted average number of years remaining on all WWD financing bonds as of the date of the Notice from the City (excluding interim financing), discounted back to the Notice date, using an assumed interest rate based on the United States Treasury Bonds having a maturity of 20 years, determined as of the Notice date.

Within 15 days after the City's receipt of the Statement of present value of the Net Revenue, the City shall notify WWD in writing as to whether the City accepts WWD's calculations. If WWD and the City are unable to agree, either party may require that the matter be submitted to Arbitration as set forth in paragraph 13 of this Agreement.

4. Purchase Price if No WWD Acquisition Customers. If there are no WWD acquisition customers in the designated area, the Purchase Price shall be based on the "Actual Cost" to WWD of the water transmission main(s) servicing the designated area. "Actual Cost" shall include:

- a. the actual cost of construction and installation of the water transmission mains in the designated area;
- b. plus 20% of this figure for the assumed cost of engineering, legal, accounting and archeological fees.

The fact that the water transmission mains will continue to service any area outside the designated area shall not affect the Purchase Price.

Within 30 days after receiving the Notice from the City, WWD shall prepare and submit to the City a Cost Statement of the Actual Cost of said water transmission main(s).

Within 15 days after the City's receipt of the Cost Statement, the City shall notify WWD in writing as to whether the City accepts WWD's calculations. If WWD and the

City are unable to agree, either party may require that the matter be submitted to Arbitration as set forth in paragraph 13 of this Agreement.

5. Detachment of Geographic Area Not Serviced by WWD. Upon the request of the City, WWD agrees to petition the Warren County Board of Supervisors for detachment of any geographic area annexed by the City of Norwalk, Iowa, in which WWD has no customers and no water transmission. The City shall pay \$1.00 to WWD per request, as well as all of WWD's legal fees and actual expenses in connection therewith.

6. Continued Water Service. Prior to the commencement date, WWD shall continue to provide water service to the WWD customers in good standing within the designated area and WWD shall receive all revenue therefrom and be responsible for all expenses.

7. Notice. At least 30 days prior to the commencement date, the City shall provide written notice to all WWD acquisition customers in the designated area, advising them of the transfer of customer accounts to the City as of the commencement date. WWD shall approve the contents of the notice prior to the notice being sent to WWD customers. The City agrees to hold WWD harmless concerning any claim by a WWD customer in a designated area for a refund of any portion of a connection fee or hook-up fee paid by a WWD customer to WWD.

8. New Customers. In the event any additional customer taps are requested by new or existing WWD customer(s) any time after the City gives Notice to WWD of its exercise of the option, WWD shall not install or provide service. WWD will tap the water transmission main and the City will install the service line and meter to provide service to the customer(s) and WWD shall receive all revenue from the new customer tap(s) until the City is ready to provide services to the designated area and same shall not affect the purchase price paid by the City to WWD pursuant to this Agreement.

9. Transfer of Water Transmission Mains.

a. Mains that terminate within designated area. At the request of the City, WWD will transfer and assign to the City, without consideration, any WWD water transmission mains, meter pits and all other appurtenances thereto, within the designated area provided that the water transmission mains terminate within the designated area. Any assignment of water transmission mains from WWD to City shall be "as is" and without any express or implied warranties of any type and the City shall hold WWD harmless from any future claims concerning said water transmission mains as set forth in paragraph 14 of this Agreement. Each party shall, at its own expense, install a cut-off valve at any separation point between WWD's remaining water transmission main and the water transmission main(s) acquired by the City.

b. Mains that do not terminate within designated area. WWD will not transfer

or assign to the City any water transmission mains that do not terminate within the designated area. WWD will transfer and assign to the City only meter pits and other appurtenances, provided that the City shall be responsible for the cost of disconnection of WWD's water service meter pits from the water transmission mains. The transfer shall not include metering equipment and regulators from inside the meter pits. The City shall reimburse WWD for the actual cost of disconnecting water service to the WWD customers in the designated area. Any assignment of meter pits from WWD to City shall be "as is" and without any express or implied warranties of any type and the City shall hold WWD harmless from any future claim concerning said equipment as set forth in paragraph 14 of this Agreement.

10. Payment. On the commencement date, the City shall pay in full the Purchase Price and WWD shall cease providing water service to the WWD customers in the designated area and shall cease collecting revenue from said customers. On the commencement date, the City shall commence providing water service to these customers and shall be entitled to all future revenue therefrom. In the event the City is unable to commence providing water service on the commencement date, the City is still liable for payment of the full Purchase Price on the commencement date, without any adjustment for the delay in transfer of service. WWD shall continue providing water service and shall continue to receive all revenues therefrom until the City commences providing water service to the customers in the designated area.

11. Accounts Receivable. On the Commencement Date, WWD shall assign to the City any outstanding receivables for WWD acquisition customers in the designated area and the City shall reimburse WWD for said amounts collected within 90 days thereafter. Any amounts collected after 90 days from former WWD acquisition customers shall remain with the City.

12. Approval. This Agreement shall become binding on each party upon the passage of a Resolution by the Board of Directors of WWD and the City Council of the City, respectively, approving this Agreement, and the execution of this Agreement by the Chairperson of the Board of Directors of WWD and the City Council of the City, respectively. Notwithstanding the foregoing, this Agreement shall be executed by WWD subject to the express written approval of the United States of America - USDA Rural Development within 15 days from the date of this Agreement, the failing of which shall render this Agreement null and void and of no force or effect. WWD shall pledge this Agreement to the United States of America as part of the security for the loans to secure financing for WWD projects in accordance with 7 CFR Section 1942.18(f). WWD shall use its best efforts to obtain from WWD's lenders a full consent to this Agreement.

13. Arbitration. In the event WWD and the City are unable to agree on any issue arising out of this Agreement, either party may require that an arbitrator shall be selected by a committee which shall include one member of the governing body of the City, one member of the Board of Directors of WWD, and a disinterested third party

selected by the other two members of the committee. The determination of the arbitrator shall be binding on both parties. If the parties cannot agree on an Arbitrator within 60 days after either party requests arbitration, either party may petition the Iowa District Court for Warren County, to appoint an arbitrator.

14. Liability. It is the intention of WWD and the City that WWD shall not incur any pecuniary liability by reason of the terms of this Agreement, or the undertakings required of WWD by this Agreement. The performance of any act required by WWD to comply with this Agreement, or the performance of any act requested of it by the City including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing. If WWD (including any person at any time serving as an Officer, Director, Trustee, agent or employee) should incur any such pecuniary liability, then in such event, the City shall indemnify and hold WWD harmless, (including any person at any time serving as an Officer, Director, Trustee, agent or employee) against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection therewith. The City agrees to indemnify and hold WWD, (including any person at any time serving as an Officer, Director, Trustee, agent or employee) harmless to the fullest extent permitted by law from any losses, costs, charges, expenses, (including attorneys' fees), judgments and liabilities incurred by it or them, as the case may be, in connection with any thirdparty action, suit or proceeding instituted or threatened in connection with the transaction contemplated by this Agreement unless caused by the negligent or intentional act of WWD. If any such claim is asserted, WWD, or any individual indemnified herein, as the case may be, will give prompt notice to the City, but WWD shall assume its defense thereof selecting legal counsel acceptable to it, with full power to litigate, compromise or settle the same in its sole discretion, it being understood that neither WWD, nor its agents, nor any indemnified individual, will settle or consent to settlement of the same without the written consent of the City. The obligation of the parties under this section shall survive the termination of this Agreement.

15. Legal Fees. The City agrees to pay all legal fees for WWD's legal counsel, Claire B. Patin, for services in connection with the drafting and negotiation of this Agreement and the future exercise of any option by the City pursuant to this Agreement. The City acknowledges that Claire B. Patin is only representing WWD and not representing the City, and that the City shall not rely on any statements by her as representations to the City concerning this Agreement or its legal effect.

16. Termination. This Agreement shall be in full force and effect until the earlier of (i) June 30, 2044; or (ii) the termination by the mutual agreement of the parties. Such termination shall not effect any option exercised by the City prior to the date of the written notice of termination.

17. Notices. Any notices or mailings required by this Agreement shall be sent to the respective party by personal delivery or certified mail to the following persons at the following addresses:

Warren Water District:

Manager  
Warren Water District  
1204 East 2<sup>nd</sup> Avenue  
Indianola, IA 50125

City of Norwalk:

Norwalk City Administrator  
Norwalk City Hall  
705 North Avenue  
Norwalk, IA 50211

18. Binding on Successors and Assigns. This Agreement is binding on the parties, their successors or assigns.

19. Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

20. Severability. If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa, and shall be deemed to have been entered into and performed in Warren County, Iowa.

21. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Agreement.

22. Amendments. The terms, covenants, conditions and provisions of this Agreement cannot be altered, changed modified, added to or deleted from, except in a writing signed by all of the parties hereto.

23. Interpretation of Agreement. This Agreement shall be construed and interpreted without regard to the party responsible for its preparation and will be deemed as prepared jointly by the parties. In resolving any ambiguity or uncertainty relating to the Agreement, the parties agree that no consideration or weight shall be given to the identity of the party drafting the document.

24. Entire Agreement. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof and supercedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties hereto.

Dated \_\_\_\_\_, 2011

Dated \_\_\_\_\_, 2011

Warren Water District

City of Norwalk, Iowa

By: \_\_\_\_\_  
Chairperson - Warren Water District

By: \_\_\_\_\_  
City Administrator

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

### ACKNOWLEDGMENT AND CONSENT

The undersigned United States of America hereby acknowledges that it has reviewed the foregoing Agreement and hereby agrees to all of the terms and provisions set forth therein in their entirety.

Dated \_\_\_\_\_, 2011

United States of America

By: \_\_\_\_\_

Norwalk WEST buyout customers						
ACCT	USERNAME	SERV STREET	CITY	ZIP	Notes	
1 F-1255	RICK ELKIN	1986 S. ORILLA RD.	CUMMING	50061		
2 F-1254	TERRY CRANE	2080 S. ORILLA RD.	CUMMING	50061		
3 F-1253	TERRY SCHNIRRING	2086 S. ORILLA RD.	CUMMING	50061		
4 F-1252	ROBERT LULL	2180 S. ORILLA RD.	CUMMING	50061		
5 F-1251	LARRY ZIMPLEMAN	2186 S. ORILLA RD.	CUMMING	50061		
6 F-1200	BILL APPELGATE	2386 S. ORILLA RD.	CUMMING	50061		
7 F-1287	TED LARE	2685 S. ORILLA RD.	CUMMING		west side street	
8 F-1259	LOUIS LAWSON	2953 R-45 HWY.	CUMMING			
9 F-1279	LOUIS LAWSON	2953 R-45 HWY.	CUMMING	50061		
10 F-1258	MARLYS LARSON	2981 S. ORILLA RD.	CUMMING	50061	west side street	
11 F-1201	DENNIS J. ISLEY	2986 S. ORILLA RD.	CUMMING	50061		
12 F-1007	EMORY SANFORD	3178 40TH AVE.	CUMMING	50061	west side street	
13 F-1249	TED LARE DESIGN BUILD	325 N. 20TH ST.	CUMMING		west side street	
14 F-1006	NOEL SESKER	3998 CLARKE ST.	NORWALK	50211	south side street	
15 F-1018	EDWARD BENSON	4078 CLARKE ST.	NORWALK		south side street	
16 F-1005	ROBERT BAEHLER	4132 CLARKE ST.	NORWALK	50211	south side street	
17 F-1017	DOROTHY MCBRIDE	4230 CLARKE ST.	NORWALK	50211	south side street	
18 F-1039	JON MILLER	4250 CLARKE ST.	NORWALK	50211	south side street	
19 F-1014	SHERI MILLER	4286 CLARKE ST.	NORWALK	50211	south side street	
20 F-1004	JON DAVIS	4289 CLARKE ST.	NORWALK	50211		
21 F-1001	CLIFF BATES	4356 CLARKE ST.	NORWALK	50211	south side street	
22 F-1022	LEON MATTHIAS	4454 CLARKE ST.	NORWALK	50211	south side street	
23 F-1278	BRITT BAKER	4504 ADAMS ST.	CUMMING	50315		
24 F-1277	BRITT BAKER	4504 ADAMS ST.	CUMMING	50315		
25 F-1034	RUSSELL CARLSON	4610 CLARKE ST.	NORWALK	50325	south side street	
26 F-1025	JOHN ADES	4750 CLARKE ST.	NORWALK	50211	south side street	
27 F-1241	JESSICA STARK	7080 COUNTY LINE RD.	WEST DES MOINES	33067		
28 F-1223	RENEE SOPER	7380 COUNTY LINE RD.	CUMMING	50061		
29 F-1224	PAM DODGE	7480 COUNTY LINE RD.	CUMMING	50211		
30 F-1226	SCOTT FLOOD	7580 COUNTY LINE RD.	CUMMING	50061		
31 F-1225	PAUL A. HARKIN	7582 COUNTY LINE RD.	CUMMING	50061		
32 F-1227	JOE ILIFF	7680 COUNTY LINE RD.	CUMMING	50061		
33 F-1228	JOHN BELLIZZI SR.	7780 COUNTY LINE RD.	CUMMING	50061		
34 F-1237	MARY MURPHY	7883 ABBOTT TRL.	CUMMING	50061		
35 F-1242	KELLY GAY	7983 ABBOTT TRL.	CUMMING	50061		
36 F-1222	DAVID DAVIS	8071 50TH AVE.	CUMMING	50061		
37 F-1207	KEITH SWEENEY	8086 S. ORILLA RD.	CUMMING	50061		
38 F-1297	BECKY CASADY	8088 ADAMS ST.	CUMMING	50061		
39 F-1238	LORNE SCHARNBERG	8178 45TH LN.	CUMMING	50061		
40 F-1208	RONALD THOMAS	8184 S. ORILLA RD.	CUMMING	50061		
41 F-1348	STANLEY TOFTELAND	8186 S. ORILLA RD.	CUMMING	50061		
42 F-1298	KELLY WAGNER	8193 BEARDSLEY TRL.	CUMMING	50061		
43 F-1221	REX ENGSTRAND	8271 50TH AVE.	CUMMING	50061		
44 F-1239	TIFFANI VEEN	8281 45TH LN.	CUMMING	50061		
45 F-1290	ANTHONY BELLIZZI	8285 ADAMS ST.	CUMMING	50061		
46 F-1281	CINDY FINDLEY	8288 ADAMS ST.	CUMMING	50061		
47 F-1285	DAVID BIANCHI	8294 BEARDSLEY TRL.	CUMMING			
48 F-1215	CHERYL SANDERS	8386 S. ORILLA RD.	CUMMING	50061		
49 F-1271	DAVE WAYTENICK	8389 ALAMO TRL.	CUMMING	50061		
50 F-1270	GEORGE MEINECKE	8389 ARTHUR TRL.	CUMMING	50061		
51 F-1250	TOM SCHILTZ	8390 ALAMO TRL.	CUMMING	50061		
52 F-1351	DRENNAN FISCHER	8415 ADAMS ST.	CUMMING	50061		



53	F-1289	BARBARA BELLIZZI	8480 ADAMS ST.	CUMMING	50061		
54	F-1353	FRANK REZNIK	8481 45TH LN.	CUMMING	50211		
55	F-1233	KIRBY SUMMERS	8486 S. ORILLA RD.	CUMMING	50061		
56	F-1280	MIKE ABBOTT	8487 ADAMS ST.	CUMMING	50061		
57	F-1288	SUSAN HUGHES	8489 ARTHUR TRL.	CUMMING	50061		
58	F-1210	BRAD SPRINGER	8490 ARTHUR TRL.	CUMMING	50061		
59	F-1299	ANDREA REKEWEG	8493 BEARDSLEY TRL.	CUMMING	50061		
60	F-1261	JIM FREDREGILL	8582 ADAMS ST.	CUMMING			
61	F-1234	KENNETH GRIFFIN	8586 S. ORILLA RD.	CUMMING	50061		
62	F-1295	GREGORY PROHASKA	8587 ADAMS ST.	CUMMING	50061		
63	F-1294	RICK TUNNING	8588 ALBANY TRL.	CUMMING	50061		
64	F-1296	NICK ROGERS	8589 ALBANY TRL.	CUMMING	50061		
65	F-1346	DAVID REWERTS	8589 ARTHUR TRL.	CUMMING	50061		
66	F-1284	PETER J. MONDLOCH	8590 ARTHUR TRL.	CUMMING	50061		
67	F-1269	DANIEL WRIGHT	8592 ARTHUR TRL.	CUMMING	50061		
68	F-1211	BRUCE ORIGER	8684 ADAMS ST.	CUMMING	50061		
69	F-1291	JOHN ANGERSTIEN	8686 ADAMS ST.	CUMMING			
70	F-1273	GARY FRENCH	8686 S. ORILLA RD.	CUMMING	50061		
71	F-1267	SHAWN CLARKWILT	8688 ALBANY TRL.	CUMMING	50061		
72	F-1275	MARK FREDERICK	8689 ALBANY TRL.	CUMMING	50061		
73	F-1352	KURT KNESS	8699 ALBANY TRL.	CUMMING	50061		
74	F-1441	JENNY HUGUNIN	8700 COUNTY LINE RD.	CUMMING	50061		
75	F-1292	DOUGLAS HARRY	8771 50TH AVE.	CUMMING	50061		
76	F-1286	ROBERT SMILEY	8783 42ND LN.	CUMMING	50061		
77	F-1276	BILL VOITEL	8784 42ND LN.	CUMMING	50061		
78	F-1283	DEBORAH ABRAHAMS	8788 ALBANY TRL.	CUMMING	50061		
79	F-1274	MICHAEL ROBERTS	8883 42ND LN.	CUMMING	50061		
80	F-1213	ADAM WIESMANN	8884 42ND LN.	CUMMING	50061		
81	F-1256	DAVID ALBIN	8885 42ND LN.	CUMMING	50323		
82	F-1272	MICHAEL FREESE	8985 42ND LN.	CUMMING	50061		
83	F-1293	TOM CLYNE	8986 42ND LN.	CUMMING	50061		
84	F-1246	JOSHUA S. WOLFE	8988 42ND LN.	CUMMING	50061		
85	F-1268	DONALD QUIGLEY	9089 42ND LN.	CUMMING	50061		
86	F-1355		9244 S Orilla				
87	F-1229	MIKE PACKARD	9286 S. ORILLA RD.	CUMMING	50061		



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No. 11  
For Meeting of 04.16.2015

**ITEM TITLE:** Consideration and Action Approving an Equipment Sharing Agreement

**CONTACT PERSON:** Tim Hoskins, Public Works Director

**SUMMARY EXPLANATION:** Throughout the past year, public works staff has been meeting with representatives of other communities on the western side of the metro. The main topic has been to identify options that are available to each of us in an effort to save money and become more efficient. The result of those efforts is an Equipment Sharing Agreement. This agreement allows for each community to provide a list of equipment that would be available in the program, rates, how the equipment would be used, responsibilities of the parties involved and liability. The term of the agreement is two years with an automatic renewal.

Communities that are taking part in this project include Clive, Grimes, Johnston, Norwalk, Urbandale, Waukee, Windsor Heights, and West Des Moines. West Des Moines will manage the "catalog" that contains available equipment that can be shared.

  X   Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Contract \_\_\_\_\_ Other (Specify) \_\_\_\_\_

Funding Source: \_\_\_\_\_ Operating Budgets \_\_\_\_\_

APPROVED FOR SUBMITTAL \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Marketa Oliver", is written over a horizontal line.

Marketa Oliver, City Manager

**STAFF RECOMMENDATION:** Approval of the resolution.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AN EQUIPMENT SHARING AGREEMENT**

WHEREAS, public works directors from area communities have held meetings in an effort to identify cost saving efforts that are common to each organization; and

WHEREAS, from those efforts it was identified that the sharing of equipment that has specific use or can be of such an excessive cost that individual ownership is impractical due to limited use; and

WHEREAS, the terms and conditions of such an agreement have been identified and drafted to the satisfaction of all the parties involved.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwalk, Iowa, that the City enter into an Equipment Sharing Agreement with the other area communities for purposes and projects, and generally provide joint opportunities to ensure efficient and economical operations.

Passed and approved this 16<sup>th</sup> day of April 2015.

\_\_\_\_\_  
Erika Isley, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Jodi Eddleman, Deputy City Clerk

<u>ROLL CALL VOTE:</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Delker	___	___	___
Greteman	___	___	___
Isley	___	___	___
Jackson	___	___	___
Livingston	___	___	___

## EQUIPMENT SHARING AGREEMENT

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and among the **Cities of Clive, Grimes, Johnston, Norwalk, Urbandale, Waukee, West Des Moines and Windsor Heights** (collectively referred to as the "Cities" and individually referred to as the "City"), all municipal corporations organized and existing under the laws of the State of Iowa.

### RECITALS

WHEREAS, each City has specialized equipment and the Cities are interested in sharing equipment for a variety of public works purposes and projects, and generally provide joint opportunities to ensure efficient and economical operations.

WHEREAS, the Cities desire to enter into this Agreement to establish procedures for sharing equipment and defining legal relationships and responsibilities;

NOW THEREFORE, it is mutually agreed by and among the Cities as follows:

#### Section 1. Purpose

- A. The purpose of this Agreement is to create a system for the sharing of motor vehicles, equipment and machinery (collectively referred to as "Equipment").
- B. The Cities agree to make available to each other Equipment in the manner and on the terms and conditions provided in this Agreement. The City supplying the Equipment shall be designated as the "Provider" and the City receiving the equipment shall be designated as the "Borrower".

#### Section 2. Term

The term of this Agreement shall be for a period of approximately two (2) years, or through June 30, 2017. . This Agreement shall automatically renew for additional two (2) year periods unless and until terminated by the parties.

#### Section 3. Sharing Period and Rates

- A. Equipment Catalog. Each City shall provide to the City of West Des Moines an accurate and current Equipment Sharing Catalog (hereinafter referred to as "Catalog") that reflects the Equipment that the Provider may make available to the Borrower. The Catalog shall contain a complete description of each piece of equipment, the rates and fees for borrowing such equipment, and any applicable rules, restrictions, or limitations for borrowing such Equipment listed in the Catalog. Amendments to each of the Provider's Equipment listed in the Catalog shall occur as necessary and be provided to each City.
- B. Equipment Sharing Periods. Equipment shall be provided upon reasonable request at mutually agreed upon times and locations, for a duration mutually agreed upon by the Provider and Borrower. The Provider retains the right to refuse any Borrower's request for Equipment for any reason. Equipment shall be returned immediately after use or at the Provider's request.
- C. Storage During Sharing Period. The Borrower shall be responsible for storing the Equipment in a reasonably safe and secure area. If inside storage is required on a listed piece of Equipment, the Provider shall include this in the listing. It will be the Borrower's responsibility to either meet the requirements or seek alternative options with the Provider.

- D. Charges for Equipment. Charges shall be consistent with those listed in the Catalog or any subsequent amendments, and shall begin accruing at the time Borrower picks up or accepts delivery of the Equipment and shall cease upon return of the Equipment to Provider.

#### Section 4. Invoices and Payments

- A. The Provider shall invoice the Borrower on each occasion where Equipment is shared. The invoice shall show the Equipment rented, duration of the rental, agreed upon rental rate, and total due.
- B. The Borrower shall pay invoices within thirty (30) days of receipt of the invoice.

#### Section 5. Equipment Usage

- A. The Cities agree to permit Equipment to be used only by properly trained, properly licensed and supervised operators. All Equipment operators shall be properly trained and qualified to operate the Equipment shared under this Agreement. It is the Borrower's responsibility to ensure that its Equipment operators have been or will be properly trained, licensed, and supervised to properly operate the Equipment shared under this Agreement. Upon agreement of both the Provider and Borrower, the Provider may supply an operator with the Equipment at a rate agreed upon by both Cities. If the Provider is unable to supply an operator and the Borrower does not have a qualified operator on staff, sharing shall not take place or be delayed until a qualified operator can either be supplied by the Provider or obtained by the Borrower.
- B. Usage Requirements. Equipment shared under this Agreement shall be used by the Borrower for municipal purposes only and not for the direct benefit of private persons or entities. Borrowers shall use and operate Equipment only for its intended purposes, in a careful, reasonable, and prudent manner, and in compliance with all requirements for operation of any governmental authority having jurisdiction, if applicable. Borrower shall not sublease or allow anyone other than the Borrower's employees to use the Equipment shared under this Agreement.
- C. Borrower Responsible for Charges and Fees. Borrower shall be responsible for paying all fees, charges, expenses, and penalties that might be incurred against Equipment shared under this Agreement while in the Borrower's possession, and shall hold the Provider harmless from and against them.
- D. Fuel. Borrower shall be responsible for supplying all fuel used during the period it borrows the Equipment. Provider shall ensure that the fuel tank(s) are full when the Borrower picks up the Equipment, and the Borrower shall ensure that the fuel tank(s) are full when it returns the Equipment to the Provider.

#### Section 6. Equipment Delivery and Pickup

- A. Delivery/Pickup. Borrower shall be responsible for pickup and returning any Equipment shared under this Agreement, unless Provider and Borrower mutually agree otherwise. Equipment may be picked up and returned during normal working hours.
- B. Condition of Equipment. Provider shall ensure that any Equipment being shared is serviced and maintained consistent with recognized industry standards and in safe operating condition prior to the Borrower picking up the Equipment.
- C. Timely Return of Equipment. Borrower shall return Equipment to Provider as soon as practical.
- D. Inspections. Providers sharing Equipment under this Agreement certify that, to the best of their knowledge, the Equipment is in good repair and ready for its intended use. Equipment shared under this Agreement shall be inspected by representatives of both Provider and Borrower at the time of delivery/pickup and again at the time of return. Each City shall

document the inspection on an Equipment Inspection Form that shall be agreed upon by all Cities. The Equipment Inspection Form shall accompany the Catalog and be updated as needed.

- E. Operations and Safety Manuals. Provider shall provide a copy of all Equipment operation, safety and maintenance manuals if requested by the Borrower.

#### Section 7. Contact Person

Each City shall appoint a person to act as a liaison to serve as the contact for each rental request, all inspections, and to otherwise facilitate the orderly and efficient distribution of Equipment sharing requests and related information. A list of contacts shall accompany the Catalog and be updated as needed.

#### Section 8. Maintenance and Repair of Equipment

- A. Responsibility of Borrower. Borrower shall be responsible for performing all maintenance during the share period, such as fluid level checks and daily pre-trip inspections. Borrower shall also be responsible for the following items during the share period:
- 1) Tire repair and replacement of any damaged tires that cannot be safely repaired;
  - 2) Replacement of any damaged or worn-out tools such as cutting edges, blades or brooms;
  - 3) Replacement of any windows or windshields that are cracked or damaged;
  - 4) Minor repairs and adjustments required to keep the Equipment in safe operating condition during the share period.
- B. If it is observed that Equipment requires an excessive amount of minor repairs and adjustments, Borrower shall promptly notify Provider of specific issues prior to utilizing the Equipment.
- C. Any repairs made by the Borrower pursuant to the requirements of this Agreement shall be performed by qualified personnel, and specifically persons or contractors employed or retained by the Borrower to maintain and repair Borrower's own fleet of equipment.
- D. Notwithstanding anything contained herein to the contrary, Provider shall be responsible for latent defects that may occur during the normal operation of Equipment by Borrower.

#### Section 9. Equipment Failure Not Resulting from Misuse or Failure to Perform Required Maintenance

- A. Provider shall be responsible for the repair or replacement of Equipment when:
- 1) Equipment fails during its normal operation;
  - 2) Equipment is being used as intended by the manufacturer; and
  - 3) Equipment has received all manufacturer required maintenance during its use by the Borrower.
- B. Borrower shall be responsible to reimburse Provider for the cost of repair or replacement of Equipment when:
- 1) Operating Equipment outside of its normal operation;
  - 2) Operating Equipment in a manner not intended by the manufacturer; or
  - 3) Operating Equipment without performing required maintenance during its use by the Borrower.
- C. Except for minor repairs, the Provider shall determine, with reasonable judgment, whether failed equipment shall be repaired or replaced.

#### Section 10. Equipment Damaged Due to Accidents

- A. Borrower Responsibility for Damage. Borrower shall be responsible for the cost of repairing all damage to Equipment incurred during the share period that is not to be considered normal wear and tear. For the purposes of this Agreement, the following definitions shall apply:
- 1) "Normal wear and tear" is identified as minor dents, dings, paint chips, or scratches less than two (2) inches in size, and interior wear and tear such as soiled carpet and sets.
  - 2) "Excess wear and tear" is defined as dents, dings, paint chips and scratches more than two (2) inches in size, cracked or punctured bumpers, chipped or cracked windows, interior holes, rips, tears or stains requiring heavy cleaning or replacement of fabric, interior damage such as gouged steering wheels or dashboards, missing equipment, or any other interior or exterior damage attributable to collision, as well as mechanical repairs resulting from damage or negligence.
  - 3) "Total loss" is defined as a situation where the Equipment is deemed damaged beyond repair as determined by an independent appraisal.
- B. Notice to Provider. Borrower shall notify Provider immediately if Provider's Equipment is involved in any accident during the share period. Borrower shall promptly submit to Provider a written report of any accident that occurs in connection with this Agreement, in a form acceptable to the Provider, and shall cooperate with any requests by Provider related to the accident. Borrower's report to Provider must include, at a minimum, the following information: (1) name and address of any person injured or deceased, or the owner of any property that suffered damage as the result of the accident; (2) name and address of Borrower's employee(s) involved in the accident; (3) name and address of the Borrower's liability insurance carrier, unless self-insured; and (4) a detailed description of the accident with a law enforcement report, if applicable. Borrower also agrees to take all reasonable steps to preserve all evidence and information that may be relevant to the circumstances surrounding any potential claim, and to allow Provider to review and inspect evidence and the scene of the accident.
- C. Accident Damage Repair. Except as otherwise provided, Borrower shall be responsible for the cost of repairing all Equipment damage due to accidents. In cases where Equipment damage is caused by a third party and that party assumes responsibility, Borrower shall arrange to have the Equipment repaired and shall seek reimbursement from the third party and/or that party's insurance carrier. Borrower shall notify Provider prior to commencing any repairs and Provider has the right to accept or reject the repairs upon inspection.
- D. Damage Due to Equipment Defect. Provider shall be responsible for the cost of repairing all Equipment damage due to accidents caused by Equipment defects.
- E. Damage Resulting in Total Loss. In cases of Equipment damage resulting in a total loss, Borrower shall be responsible for covering the loss. In the event of a total loss, the Borrower and Provider shall reach separate agreement on the amount to be paid to the Provider. In cases of Equipment damage resulting in a total loss caused by a third party where that party assumes responsibility, Borrower shall seek reimbursement from the other party's insurance carrier. All funds from the settlement shall be paid to the Provider.
- F. Damage from Excess Wear and Tear. At the time the Borrower returns the Equipment to Provider, the Cities shall make an assessment of any excess wear and tear. If excess wear and tear damage exists, the Provider shall submit an invoice to Borrower for the cost of the damage. The repair amount on the invoice shall be based on the actual cost as determined by agency labor rates or actual contracted costs and for any parts purchased to make the repairs.
- G. Damaged or Stolen Equipment in Borrower's Possession. Borrower shall assume responsibility if Provider's equipment is damaged or stolen while in Borrower's possession, regardless of whether the incident causing the damaged or stolen Equipment was due to actions or

omissions attributable to the Borrower, caused by a third party or third parties, or due to an act beyond the control of the Borrower. In cases of damaged Equipment, the Borrower shall be responsible to the Provider for such property damage. In cases of stolen Equipment, the Borrower shall pay the Provider in the same manner as if the Equipment suffered a total loss. The Borrower shall at all times maintain insurance coverage in an amount and type to sufficiently protect against such losses to Equipment shared under this Agreement while in Borrower's possession or use. The Borrower may attempt to collect reimbursement from a responsible third party where applicable.

#### Section 10. Relationships of the Cities

The parties to this Agreement shall at all times be considered separate and distinct entities or municipal corporations. At no time shall an employee or official of one City be entitled to any wages, benefits, or rights conferred to an employee or official of another City who is a party to this Agreement.

#### Section 11. Assignment

The Cities shall not assign, sublet, transfer, or otherwise substitute their interests in this Agreement, or any of their rights or obligations under this Agreement, without prior written consent of all the other Cities.

#### Section 12. Indemnification

Each City shall be solely responsible for its own acts or omissions and those of its employees and officers under this Agreement. No City shall be responsible or liable for consequential damages to another City arising out of providing or using equipment, services or labor under this Agreement.

Except as otherwise provided in this section, Borrower shall indemnify, defend and hold harmless Provider and its agents, officers, attorneys, employees, officials and volunteers, to the fullest extent permitted by law from any and all claims, causes of action, injuries, losses, liabilities, costs (including expert witness and attorney's fees) or damages arising out of or related to, or alleged to arise out of or relate to the use of the Equipment by the Borrower, except for any claims, causes of action, injuries, losses, liabilities or damages proximately caused by the sole negligence, or willful misconduct of the Provider, or any latent defect in the Equipment.

Except as otherwise provided in this section, Provider shall indemnify, defend and hold harmless Borrower and its agents, officers, attorneys, employees, officials and volunteers, to the fullest extent permitted by law from any and all claims, causes of action, injuries, losses, liabilities, costs (including expert witness and attorney's fees) or damages proximately caused by the sole negligence, or willful misconduct of the Provider, or any latent defect in the Equipment.

Providers requiring that their personnel operate or assist in the operations of Equipment shall hold harmless, indemnify and defend the Borrower, its officers, agents and employees from all claims arising solely by reason of any negligent act by persons designated by Provider to operate or assist in the operation of Equipment. Notwithstanding the above, the Borrower shall bear sole responsibility for ensuring that it has the authority to request the work and for any representations made to the Provider regarding site conditions or other aspects of the project. The Providers of the Equipment shall adequately insure the Equipment or provide self-insurance coverage while the Equipment is in the Provider's possession or use.



The provisions of this section shall survive the termination of this Agreement, and are intended to fully allocate the risk of all liability to third parties arising out of this Agreement. No other rights of indemnity or contribution shall exist between the Cities in law or equity.

#### Section 13. Termination

Any City may terminate this Agreement for any reason by giving thirty (30) days prior written notice to all other Cities. In the event of such termination, all costs incurred up to the date of termination shall be the responsibility of the user.

#### Section 14. Dispute Resolution – Arbitration

- A. The Cities agree that any disputes arising between them with regard to the interpretation or application of this Agreement, shall be submitted to binding arbitration at the request of either City. Any request for arbitration must be in the form of a written notice requesting arbitration. Such notice shall identify each disputed matter to be submitted to arbitration. In the absence of agreement by the parties to the contrary, the question or questions to be arbitrated shall be those specified in the notice requesting arbitration.
- B. The Cities may agree on an arbitrator. If they fail to agree on a single arbitrator within ten (10) days after the request for arbitration is received, the parties shall request a list of seven arbitrators, all of whom have law degrees, from the Iowa Public Relations Board. The parties will then alternatively strike a name from the list until one (1) arbitrator remains. The party requesting arbitration shall make the first strike.
- C. Should either City refuse or neglect to supply the arbitrators with any papers or information demanded in writing by the arbitrators, the arbitrators are empowered to proceed ex parte.
- D. No one shall be qualified to act as an arbitrator if service in such role would create a conflict of interest. Each arbitrator selected shall be qualified by experience and knowledge of the matter to be submitted to arbitration.
- E. The arbitration award may be for damages, and may include any legal or equitable remedy otherwise available to the Cities, provided that the arbitrator may not make a finding of material breach and shall not have authority to declare termination of this Agreement. The award may be impeached only for fraud or mistake. Such award shall be a condition precedent to any right of legal action.
- F. The costs of arbitration shall be shared equally by the Cities.
- G. The award of the arbitrators shall be in writing and it shall not be open to objection on account of the form of the proceeding or the award.

#### Section 15. Payment of Attorney's Fees

If judicial proceedings are necessary to enforce the terms of this Agreement, the prevailing City shall be entitled to reasonable attorney's fees directly attributed to such litigation, in addition to any other legal or equitable relief to which it may be entitled.

#### Section 16. Amendment of Agreement

This Agreement may be amended only by written agreement signed by all Cities.

#### Section 17. Assignment of Agreement

No City may assign this Agreement to a third party.

Section 18. No Third Party Beneficiaries

Nothing in this Agreement shall be construed to create in any third party, or in favor of any third party, any right(s), license(s) or privilege(s).

Section 19. Severability

If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision or part thereof not found to be invalid or unconstitutional.

Section 20. Governing Law; Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa. Lawsuits brought by either Party in connection with this Agreement shall be heard and tried in Polk County District Court, Des Moines, Iowa.

Section 21. Entire Agreement

This Agreement represents the entire Agreement among the Cities. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum to this Agreement.

Section 22. Execution of Agreement

This Agreement shall be executed in eight (8) counterparts, each of which so executed shall be deemed to be an original. Each City shall become a party hereto by the passage of a resolution approving this Agreement and execution of the same by its statutory officers.

Each City approving this Agreement shall execute the separate signature pages provided for it, and the parties hereto authorize the City Clerk of the City of Urbandale to assemble the signature pages and append same to copies of this Agreement, which shall then be distributed to each of the parties to this Agreement. .

CLIVE, IOWA

By\_\_\_\_\_

Attest:

\_\_\_\_\_

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF POLK                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the

\_\_\_\_\_; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. \_\_\_\_\_ passed) (the Resolution adopted) by the City Council, under Roll Call No. \_\_\_\_\_ of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2015, and that \_\_\_\_\_ and \_\_\_\_\_

Acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

GRIMES, IOWA

By \_\_\_\_\_

Attest:

\_\_\_\_\_

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF POLK                )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the

\_\_\_\_\_; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. \_\_\_\_\_ passed) (the Resolution adopted) by the City Council, under Roll Call No. \_\_\_\_\_ of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2015, and that \_\_\_\_\_ and \_\_\_\_\_

Acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

JOHNSTON, IOWA

By\_\_\_\_\_

Attest:

\_\_\_\_\_

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF POLK                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the

\_\_\_\_\_; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. \_\_\_\_\_ passed) (the Resolution adopted) by the City Council, under Roll Call No. \_\_\_\_\_ of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2015, and that \_\_\_\_\_ and \_\_\_\_\_

Acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**NORWALK, IOWA**

By \_\_\_\_\_  
Erika Isley, Mayor Pro Tem

Attest:

\_\_\_\_\_  
Jodi Eddleman, Deputy City Clerk

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF WARREN            )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the \_\_\_\_\_; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. \_\_\_\_\_ passed) (the Resolution adopted) by the City Council, under Roll Call No. \_\_\_\_\_ of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2015, and that \_\_\_\_\_ and \_\_\_\_\_ Acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

URBANDALE, IOWA

By \_\_\_\_\_

Attest:

\_\_\_\_\_

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF POLK                )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the

\_\_\_\_\_; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. \_\_\_\_\_ passed) (the Resolution adopted) by the City Council, under Roll Call No. \_\_\_\_\_ of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2015, and that \_\_\_\_\_ and \_\_\_\_\_

Acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

WAUKEE, IOWA

By\_\_\_\_\_

Attest:

\_\_\_\_\_

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF DALLAS            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the

\_\_\_\_\_; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. \_\_\_\_\_ passed) (the Resolution adopted) by the City Council, under Roll Call No. \_\_\_\_\_ of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2015, and that \_\_\_\_\_ and \_\_\_\_\_

Acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



WEST DES MOINES, IOWA

By \_\_\_\_\_

Attest:

\_\_\_\_\_

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF POLK                )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the

\_\_\_\_\_; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. \_\_\_\_\_ passed) (the Resolution adopted) by the City Council, under Roll Call No. \_\_\_\_\_ of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2015, and that \_\_\_\_\_ and \_\_\_\_\_

Acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

WINDSOR HEIGHTS, IOWA

By\_\_\_\_\_

Attest:

\_\_\_\_\_

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF POLK                )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, and who, being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the

\_\_\_\_\_; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in (Ordinance No. \_\_\_\_\_ passed) (the Resolution adopted) by the City Council, under Roll Call No. \_\_\_\_\_ of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2015, and that \_\_\_\_\_ and \_\_\_\_\_

Acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



**BUSINESS OF THE CITY COUNCIL  
AGENDA STATEMENT**

Item No. 12  
For Meeting of 4.16.2015

**ITEM TITLE:** Consideration of a Resolution approving the Rolling Green Preliminary Plat

**CONTACT PERSON:** Luke Parris, City Planner

**SUMMARY EXPLANATION**

Civil Design Advantage has submitted the Rolling Green Plat 5 preliminary plat in accordance with the Rolling Green Planned Unit Development (PUD). This plat includes 93 single family lots located on the east side of town, north of the existing Rolling Green subdivision and along East 27<sup>th</sup> Street.

**APPLICABLE CODE SECTION(S):**

***Rolling Green Planned Unit Development***

***Zoning:*** PUD identifies the area as R-1 (60)

The proposed preliminary plat includes 93 single family lots with appropriate lot width that are allowed in the R-1 (60) district.

***Bulk Regulations:*** 30' front setback, 15' side setback (minimum 7' on one side), 35' rear yard setback.

The lots in the proposed preliminary plat conform to the bulk regulations.

***Subdivision Regulations – Sec. 16.06 – Subdivision Design Standards***

***11. Park Land Dedication.***

The proposed plat includes a park that is of sufficient size to meet the park land dedication requirement.

***Subdivision Regulations – Sec. 16.05 – Review & Approval Procedure***

***3. Preliminary Plat:*** The developer shall submit to the Community Development Director five (5) full size (22"x34") copies and five (5) half size (11"x17") copies of the preliminary plat. The preliminary plat shall contain such information and data as outlined in Chapter 16.11. If the submittal requirements of Chapter 16.11 of this Title are complied with, the review of the preliminary plat by the City staff, Commission and Council shall be conducted in a timely manner and in accordance with the Norwalk Community Development Application Schedule.

The applicant has adhered to the application requirements and included all information required in Chapter 16.11.

**Staff Review.** *The Community Development Director shall coordinate input from other City departments and service providers, and carefully examine the plat as to its compliance with the City's Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance and other applicable land use management policies and regulations of the City. The Director shall coordinate with the City Engineer his or her review of the preliminary plat to determine if it is compatible with the approved neighborhood sketch plan or master plan including the existing and planned street system, compliant with City standards and is consistent with good planning and engineering practices. The Director shall coordinate review comments from the City Engineer and other City departments and service providers, and submit a report with recommendations and comments to the Commission and Council. The Director may confer with the developer on changes deemed advisable and the kind and extent of such improvements to be made to implement the plat or subdivision.*

All necessary City departments have reviewed and provided comments on the proposal. Revisions were made prior to the final submittal of the preliminary plat in a manner acceptable to City Staff to move forward with the approval process.

**Commission and Council Review** *After receiving the Community Development Director's report, the Commission shall study the preliminary plat and other material for conformity to this Title and other applicable City regulations. The Commission may request changes to the subdivision deemed advisable before recommending approval or rejection of a preliminary plat. The Commission may, at its discretion, hold a public hearing on the proposed plat. The Commission shall file with the Council recommendations for approval or rejection of such preliminary plat within 60 days after the date of submission of the plat to the Commission.*

*Upon receiving recommendations from the Commission, the Council shall consider the same, the Council shall approve or deny the preliminary plat. The preliminary plat approval by the Council shall be null and void unless improvements are constructed and a final plat is presented to the Council for all or part of the area of the preliminary plat within two (2) years after the date of the preliminary plat approval, or an extension is granted by the Council.*

**STAFF COMMENT:**

Staff has received all required documentation for the preliminary plat approval process. The proposed preliminary plat meets all of the required City regulations.

**PLANNING AND ZONING COMMISSION RECOMMENDATION:**

The Planning and Zoning Commission recommends approval of the Rolling Green Plat 5 preliminary plat with the following condition(s):

- That upon final approval of the preliminary plat, the developer adheres to all provisions detailed in the Norwalk Subdivision Regulations and Norwalk Municipal Code of Ordinances.
- That any significant modifications to the proposed preliminary plat be reviewed and approved by the Planning & Zoning Commission and City Council.

**ATTACHMENTS:**

Attachment "A" – Rolling Green Plat 5 – Preliminary Plat

☒ Resolution ☐ Ordinance ☐ Contract ☐ Other (Specify) \_\_\_\_\_

Funding Source: NA

APPROVED FOR SUBMITTAL \_\_\_\_\_



City Manager

**STAFF RECOMMENDATION:**

The Planning & Zoning Commission recommendation will be provided at the City Council meeting. The Planning and Zoning Commission will review this preliminary plat at a special meeting on April 14<sup>th</sup> at 5:45 p.m.

RESOLUTION NO. \_\_\_\_

**A RESOLUTION APPROVING THE ROLLING GREEN PLAT 5 – PRELIMINARY PLAT**

WHEREAS, the Planning & Zoning Commission reviewed this request at their regular meeting on April 14, 2015 and recommends \_\_\_\_\_ (P&Z Recommendation will be made available following their meeting) \_\_\_\_\_ of the Preliminary Plat; and

WHEREAS, that upon final approval of the preliminary plat, the developer adheres to all provisions detailed in the Norwalk Subdivision Regulations and Norwalk Municipal Code of Ordinances; and

WHEREAS, that any significant modifications to the proposed preliminary plat are to be reviewed and approved by the Planning & Zoning Commission and City Council; and

NOW, THEREFORE, BE IT RESOLVED: That the City Council does hereby approve the Rolling Green Plat 5 Preliminary Plat as described and shown in Attachment "A" attached hereto and made a part thereof by reference.

PASSED AND APPROVED this 16th day of April, 2015.

\_\_\_\_\_  
Erika Isley, Mayor Pro Tem

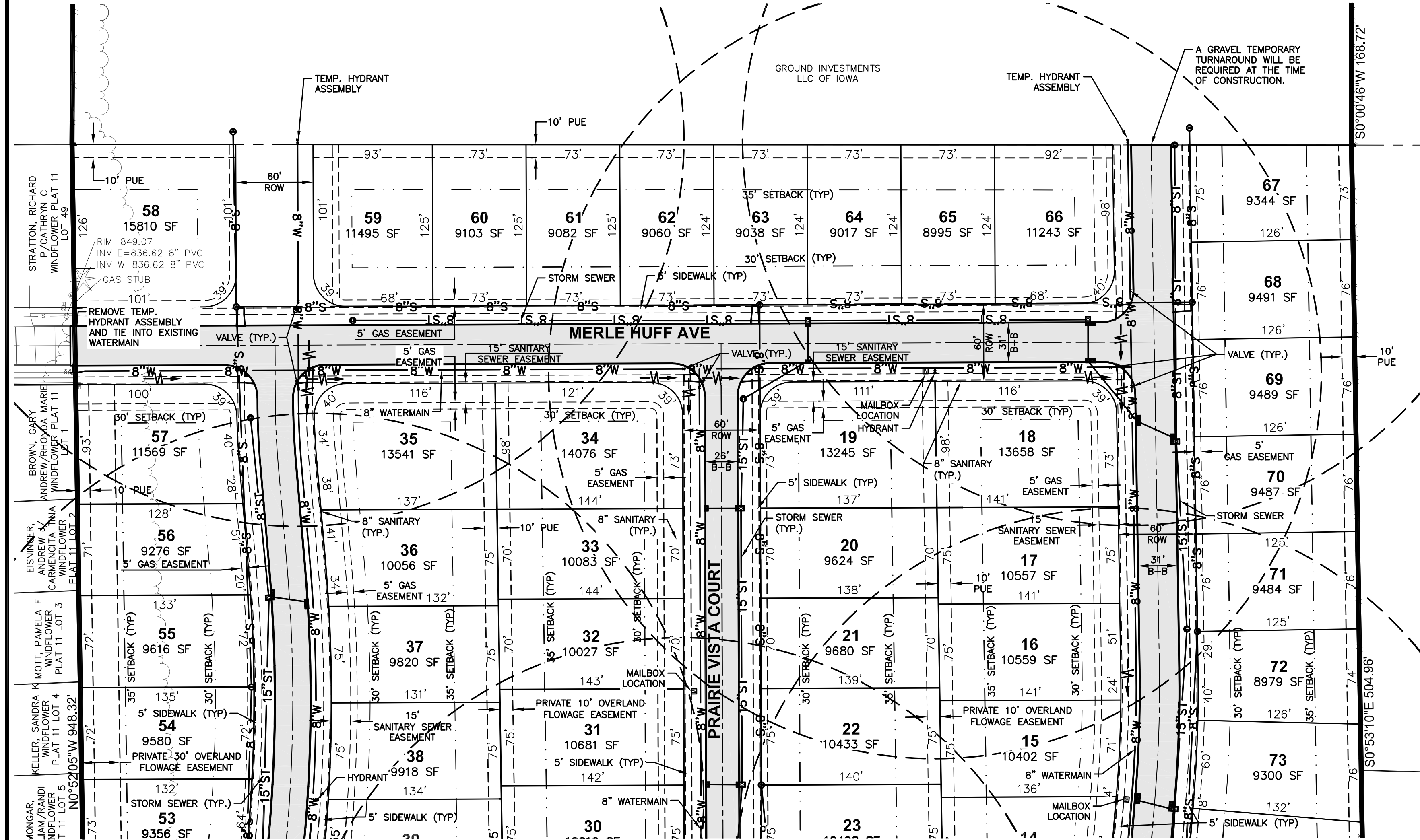
ATTEST:

\_\_\_\_\_  
Jodi Eddleman, Deputy City Clerk

ROLL CALL VOTE:	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Delker	___	___	___
Greteman	___	___	___
Isley	___	___	___
Jackson	___	___	___
Livingston	___	___	___



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DATE: 4/10/2015 12:16 PM  
PLOTTER: HP DesignJet T1100  
PLOT BY: PRA GLDNDKE



OWNER

GROUND INVESTMENTS LLC OF IOWA  
7575 GOLDEN VALLEY RD #300  
MINNEAPOLIS, MN 55427

DEVELOPER

DAVID ALBRIGHT  
1213 PARK HILL DRIVE  
NORWALK, IOWA 50211  
PH: 515-360-5063

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC  
3405 S.E. CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PH: 515-369-4400

SHEET INDEX

SHEET 1-2: PRELIMINARY PLAT (DIMENSION UTILITY & PLAN)  
SHEET 3-4: PRELIMINARY PLAT (GRADING PLAN)

ZONING

PLANNED UNIT DEVELOPMENT, R-1 (60)

PLAT AREA

47.84 ACRES (2,083,945 SQUARE FEET)

BULK REGULATIONS

BULK REGULATIONS FOR EACH UNIT ARE AS FOLLOWS

SINGLE FAMILY:  
FRONT SETBACK: 30'  
SIDE SETBACK: 7' MIN/15' TOTAL  
REAR SETBACK: 35'

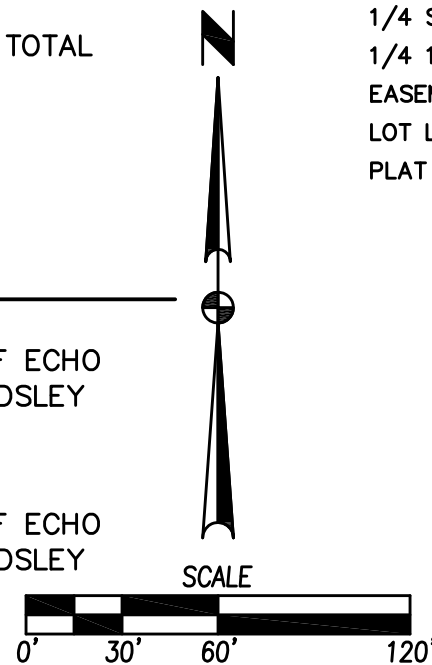
BI-ATTACHED SINGLE FAMILY:  
FRONT SETBACK: 30'  
SIDE SETBACK: 7' MIN/15' TOTAL  
REAR SETBACK: 35'

TOWNHOME:  
SETBACK FROM RIGHT-OF WAY: 30'  
MINIMUM BUILDING SEPARATION: 15'

BENCHMARK

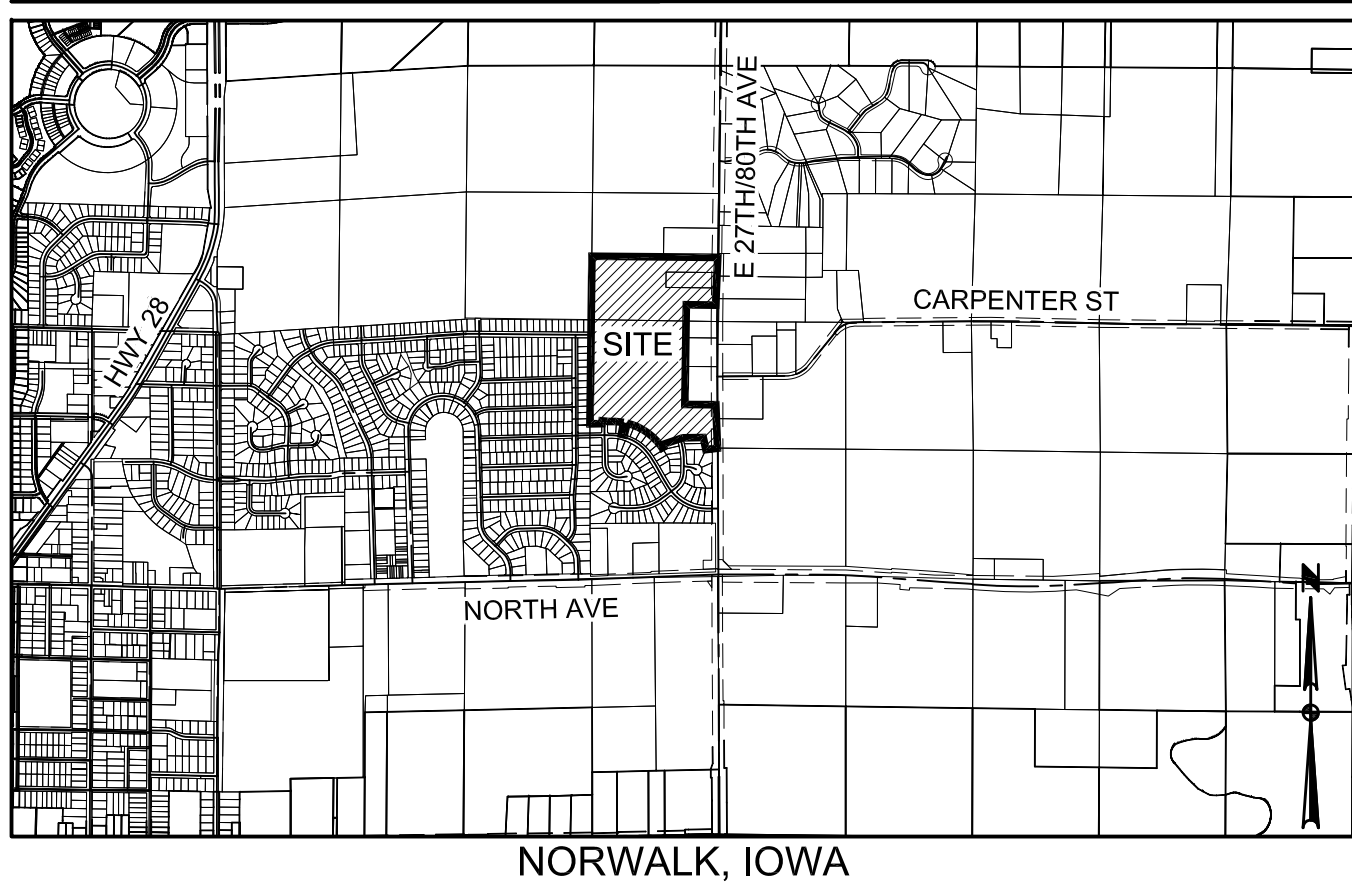
BM#1:  
BURY BOLT HYDRANT ON WEST SIDE OF ECHO  
RIDGE TRAIL 500'+/- NORTH OF BEARDSLEY  
STREET. ELEVATION=936.02

BM#2:  
BURY BOLT HYDRANT ON WEST SIDE OF ECHO  
RIDGE TRAIL 850'+/- NORTH OF BEARDSLEY  
STREET. ELEVATION=923.57



ROLLING GREEN PLAT 5  
PRELIMINARY PLAT (SHEET 1 OF 4)

VICINITY MAP (1"=2000')



GENERAL LEGEND

PROPOSED FEATURES

- TYPE SW-501 STORM INTAKE
- TYPE SW-503 STORM INTAKE
- TYPE SW-505 STORM INTAKE
- TYPE SW-506 STORM INTAKE
- TYPE SW-513 STORM INTAKE
- TYPE SW-401 STORM MANHOLE
- TYPE SW-402 STORM MANHOLE
- TYPE SW-301 SANITARY MANHOLE
- STORM/SANITARY CLEANOUT
- WATER VALVE
- FIRE HYDRANT ASSEMBLY
- SIGN
- DETECTABLE WARNING PANEL
- SANITARY SEWER WITH SIZE
- SANITARY SERVICE
- STORM SEWER
- STORM SERVICE
- WATERMAIN WITH SIZE
- WATER SERVICE
- SAWCUT (FULL DEPTH)
- SILT FENCE

EXISTING FEATURES

- SANITARY MANHOLE
- WATER VALVE BOX
- FIRE HYDRANT
- WATER CURB STOP
- WELL
- STORM SEWER MANHOLE
- STORM SEWER SINGLE INTAKE
- STORM SEWER DOUBLE INTAKE
- FLARED END SECTION
- DECIDUOUS TREE
- CONIFEROUS TREE
- DECIDUOUS SHRUB
- CONIFEROUS SHRUB
- ELECTRIC POWER POLE
- GUY ANCHOR
- STREET LIGHT
- POWER POLE W/ TRANSFORMER
- UTILITY POLE W/ LIGHT
- ELECTRIC BOX
- ELECTRIC TRANSFORMER
- ELECTRIC MANHOLE OR VAULT
- TRAFFIC SIGN
- TELEPHONE JUNCTION BOX
- TELEPHONE MANHOLE/VAULT
- TELEPHONE POLE
- GAS VALVE BOX
- CABLE TV JUNCTION BOX
- CABLE TV MANHOLE/VAULT
- MAIL BOX
- BENCHMARK
- SOIL BORING
- UNDERGROUND TV CABLE
- GAS MAIN
- FIBER OPTIC
- UNDERGROUND TELEPHONE
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- FIELD TILE
- SANITARY SEWER W/ SIZE
- STORM SEWER W/ SIZE
- WATER MAIN W/ SIZE

SURVEY

- SECTION CORNER
- 1/2" REBAR, YELLOW CAP #18660 (UNLESS OTHERWISE NOTED)
- ROW MARKER
- ROW RAIL
- PLATTED DISTANCE
- MEASURED BEARING & DISTANCE
- RECORDED AS
- DEED DISTANCE
- CALCULATED DISTANCE
- CURVE ARC LENGTH
- MINIMUM 100 YEAR FLOOD PROTECTION ELEVATION
- CENTERLINE
- SECTION LINE
- 1/4 SECTION LINE
- 1/4 1/4 SECTION LINE
- EASEMENT LINE
- LOT LINE
- PLAT BOUNDARY

- FOUND
- SET
- SECTION CORNER
- ROW MARKER
- ROW RAIL
- PLATTED DISTANCE
- MEASURED BEARING & DISTANCE
- RECORDED AS
- DEED DISTANCE
- CALCULATED DISTANCE
- CURVE ARC LENGTH
- MINIMUM 100 YEAR FLOOD PROTECTION ELEVATION
- CENTERLINE
- SECTION LINE
- 1/4 SECTION LINE
- 1/4 1/4 SECTION LINE
- EASEMENT LINE
- LOT LINE
- PLAT BOUNDARY



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

ERIN K. GRIMES, P.E. DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015  
PAGES OR SHEETS COVERED BY THIS SEAL:  
SHEETS 1-4

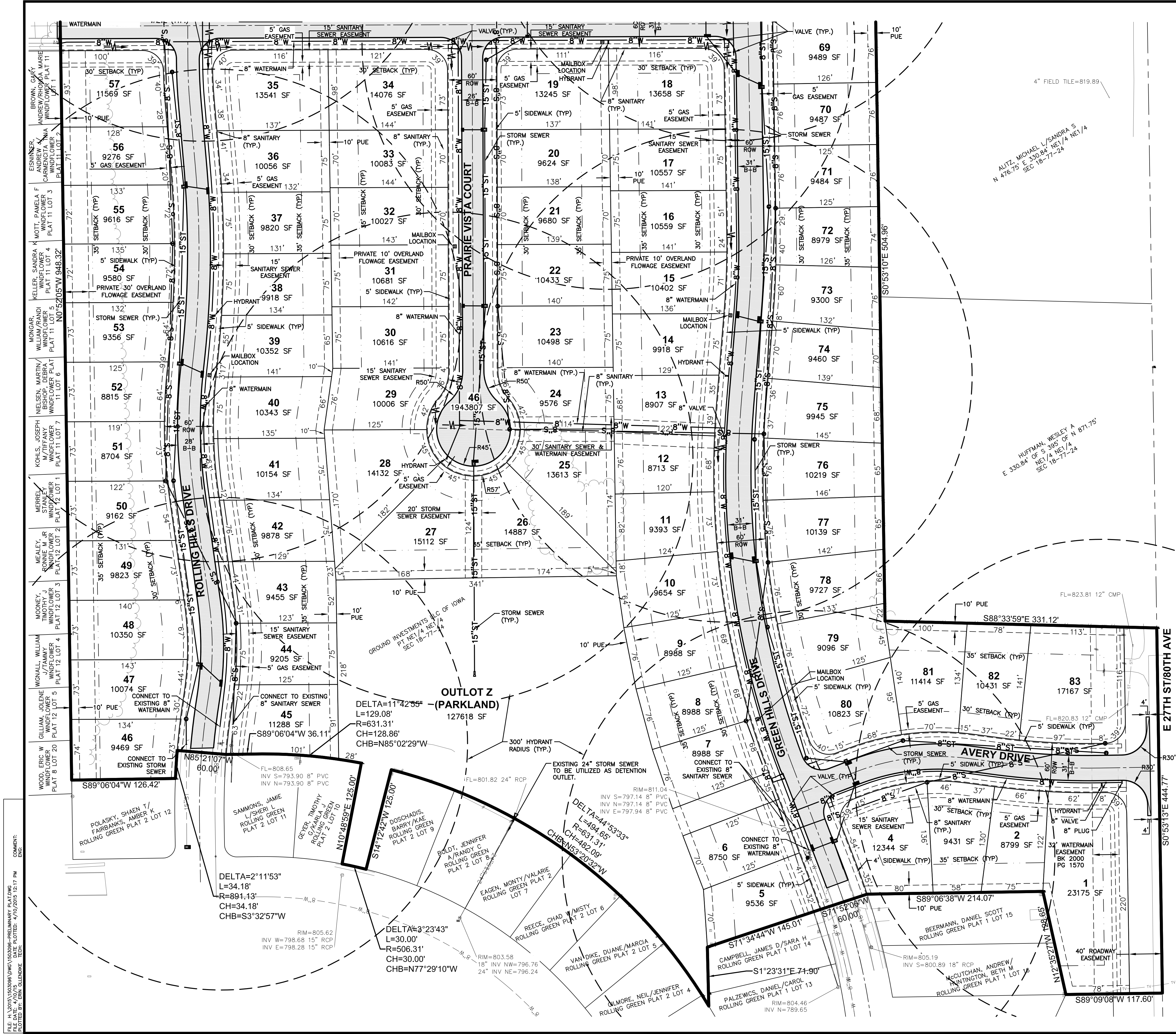
3405 S.E. CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PHONE: (515) 369-4400 FAX: (515) 369-4410

TECH:

ENGINEER:

ROLLING GREEN PLAT 5  
DIMENSION & UTILITY PLAN





ROLLING GREEN PLAT 5

PRELIMINARY PLAT (SHEET 2 OF 4)

PRELIMINARY PLAT DESCRIPTION

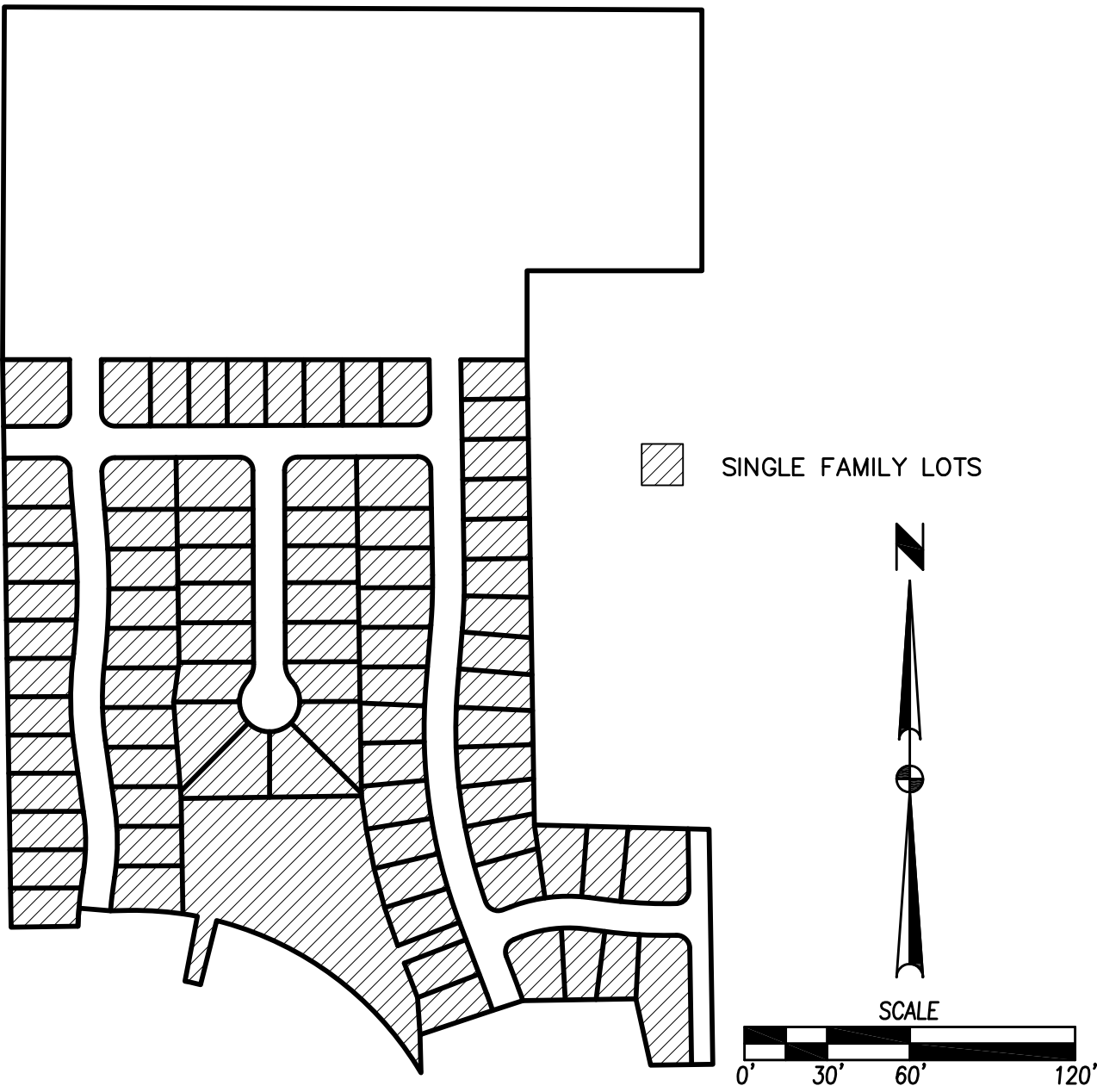
A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 77 NORTH, RANGE 24 WEST, CITY OF NORWALK, WARREN COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 12, ROLLING GREEN PLAT 2, AN OFFICIAL PLAT IN THE CITY OF NORWALK; THENCE NORTH 00°52'05" WEST ALONG THE WEST LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER, 1074.78 FEET TO THE NORTHWEST CORNER OF SAID EAST HALF OF THE NORTHEAST QUARTER; THENCE SOUTH 89°58'37" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 993.35 FEET TO THE NORTHWEST CORNER OF THE EAST 330.84 FEET OF SAID NORTHEAST QUARTER; THENCE SOUTH 00°53'10" EAST ALONG THE WEST LINE OF SAID EAST 330.84 FEET OF THE NORTHEAST QUARTER, 880.75 FEET; THENCE SOUTH 88°33'59" EAST, 331.12 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 00°53'13" EAST ALONG SAID EAST LINE, 444.77 FEET TO THE NORTHEAST CORNER OF ROLLING GREEN PLAT 1, AN OFFICIAL PLAT IN THE CITY OF NORWALK; THENCE SOUTH 89°09'08" WEST ALONG THE NORTHERLY LINE OF SAID ROLLING GREEN PLAT 1, A DISTANCE OF 117.60 FEET TO THE NORTHWEST CORNER OF LOT 19, SAID ROLLING GREEN PLAT 1; THENCE NORTH 12°35'27" WEST CONTINUING ALONG SAID NORTHERLY LINE, 128.65 FEET TO THE NORTHEAST CORNER OF LOT 15, SAID ROLLING GREEN PLAT 1; THENCE SOUTH 89°06'38" WEST CONTINUING ALONG SAID NORTHERLY LINE OF ROLLING GREEN PLAT 1, A DISTANCE OF 214.07 FEET TO THE NORTHWEST CORNER OF SAID LOT 15; THENCE SOUTH 71°52'06" WEST CONTINUING ALONG SAID NORTHERLY LINE, 60.00 FEET TO THE NORTHEAST CORNER OF LOT 14, SAID ROLLING GREEN PLAT 1; THENCE SOUTH 71°34'44" WEST CONTINUING ALONG SAID NORTHERLY LINE, 145.01 FEET TO THE NORTHWEST CORNER OF SAID LOT 14; THENCE SOUTH 01°23'31" EAST ALONG THE WESTERLY LINE OF SAID ROLLING GREEN PLAT 1, A DISTANCE OF 71.90 FEET TO THE NORTHERLY LINE OF SAID ROLLING GREEN PLAT 2; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE OF ROLLING GREEN PLAT 2 AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 631.31 FEET, WHOSE ARC LENGTH IS 494.65 FEET AND WHOSE CHORD BEARS NORTH 53°20'32" WEST, 482.09 FEET TO THE NORTHWEST CORNER OF LOT 9, SAID ROLLING GREEN PLAT 2; THENCE SOUTH 14°12'42" WEST CONTINUING ALONG SAID NORTHERLY LINE, 125.00 FEET TO THE SOUTHWEST CORNER SAID LOT 9; THENCE WESTERLY CONTINUING ALONG SAID NORTHERLY LINE AND ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 506.31 FEET, WHOSE ARC LENGTH IS 30.00 FEET AND WHOSE CHORD BEARS NORTH 77°29'10" WEST, 30.00 FEET TO THE SOUTHEAST CORNER OF LOT 10, SAID ROLLING GREEN PLAT 2; THENCE NORTH 10°48'59" EAST CONTINUING ALONG SAID NORTHERLY LINE, 125.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE WESTERLY CONTINUING ALONG SAID NORTHERLY LINE AND ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 631.31 FEET, WHOSE ARC LENGTH IS 129.08 FEET AND WHOSE CHORD BEARS NORTH 85°02'29" WEST, 128.86 FEET; THENCE SOUTH 89°06'04" WEST CONTINUING ALONG SAID NORTHERLY LINE, 36.11 FEET TO THE NORTHWEST CORNER OF LOT 11, SAID ROLLING GREEN PLAT 2; THENCE NORTH 85°21'07" WEST CONTINUING ALONG SAID NORTHERLY LINE, 60.00 FEET TO THE NORTHWEST CORNER OF STREET LOT 'C', SAID ROLLING GREEN PLAT 2; THENCE SOUTHERLY CONTINUING ALONG SAID NORTHERLY LINE AND ALONG A CURVE CONCAVE EAST WHOSE RADIUS IS 891.13 FEET, WHOSE ARC LENGTH IS 34.18 FEET AND WHOSE CHORD BEARS SOUTH 03°32'57" WEST, 34.18 FEET TO THE NORTHEAST CORNER OF SAID LOT 12, SAID ROLLING GREEN PLAT 2; THENCE SOUTH 89°06'04" WEST CONTINUING ALONG SAID NORTHERLY LINE, 126.42 FEET TO THE POINT OF BEGINNING AND CONTAINING 28.93 ACRES (1,259,999 SQUARE FEET). PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTES

- 1. ANY FENCE CROSSING A 10' DRAINAGE EASEMENT SHALL MAINTAIN 6" SEPARATION FROM BOTTOM OF FENCE TO BOTTOM OF SWALE.
- 2. ALL SANITARY SEWER MANHOLES LOCATED NEAR A SIDEWALK SHALL BE ROTATED SO THAT THE MANHOLE REMAINS OUT OF THE SIDEWALK.

LOT REFERENCE



DATE

04/09/15

REVISIONS

03/27/15

THIRD SUBMITTAL

03/27/15

SECOND SUBMITTAL

03/27/15

FIRST SUBMITTAL

03/05/15

3405 S.E. CROSSROADS DRIVE, SUITE G

GRIMES, IOWA 50111

PHONE: (515) 369-4400 FAX: (515) 369-4410

TECH:

ENGINEER:

ROLLING GREEN PLAT 5

DIMENSION & UTILITY PLAN

2

4

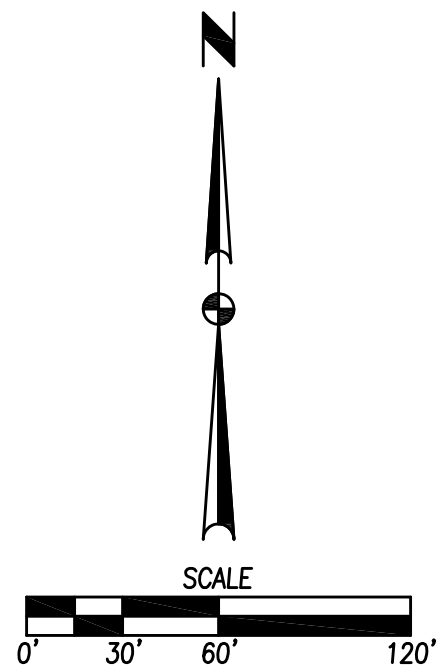
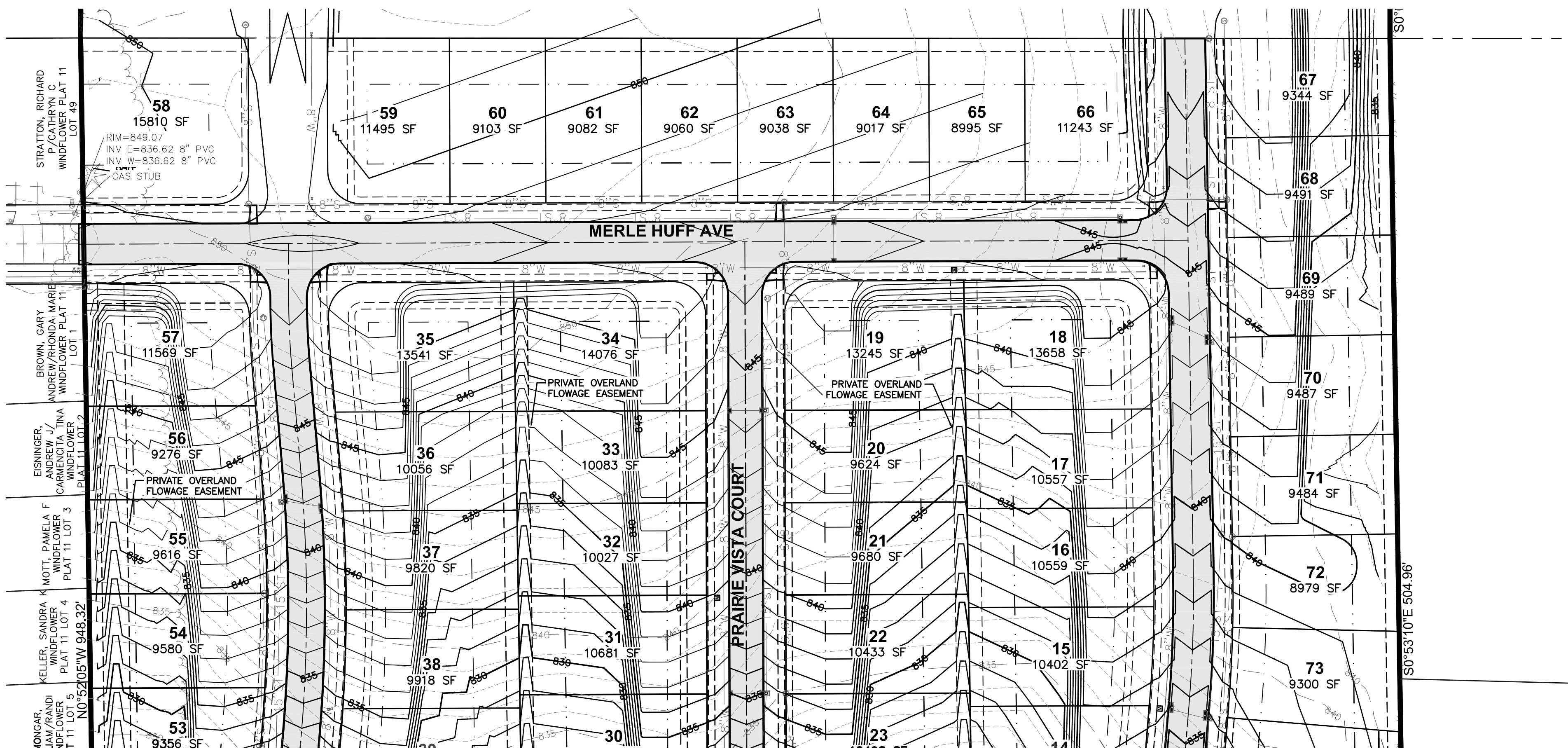
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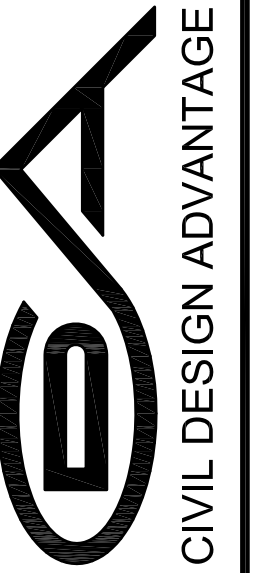
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DATE  
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# ROLLING GREEN PLAT 5

## PRELIMINARY PLAT (SHEET 3 OF 4)

3405 S.E. CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PHONE: (515) 369-4400 FAX: (515) 369-4410  
TECH:  
ENGINEER:



CIVIL DESIGN ADVANTAGE, INC.  
NORWALK, IOWA

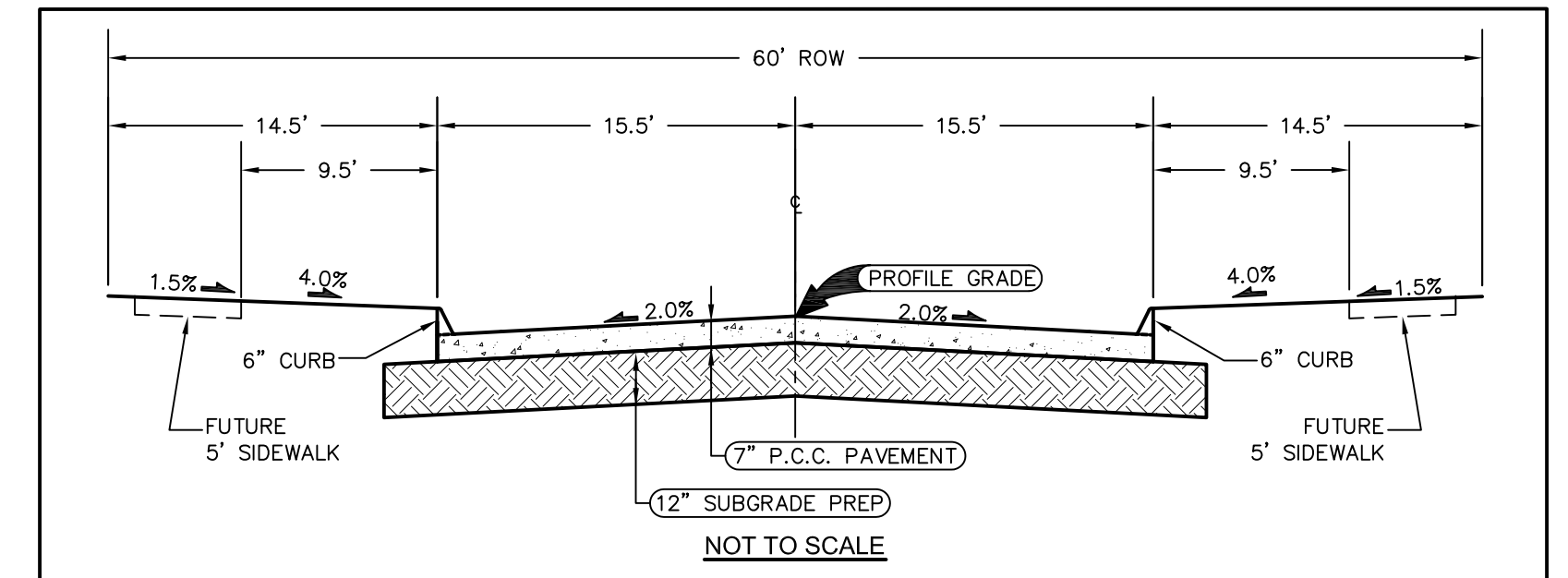
# ROLLING GREEN PLAT 5

## GRADING PLAN

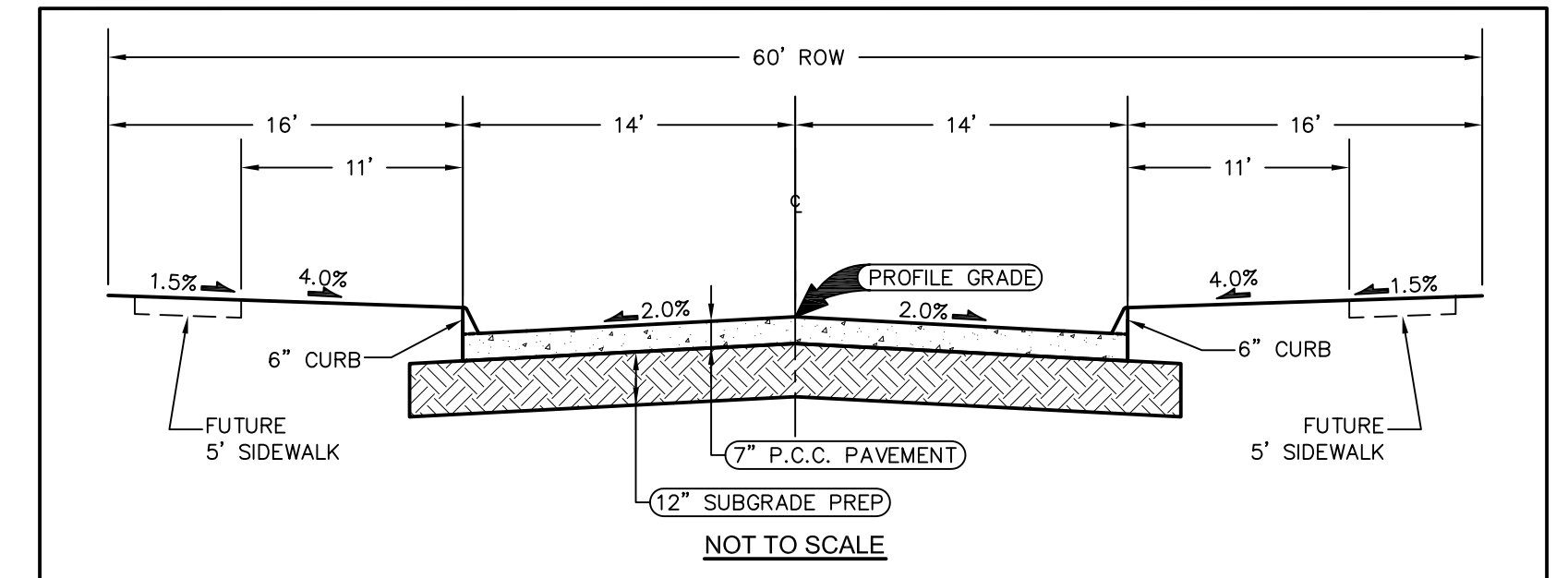
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REVISIONS	DATE
THIRD SUBMITTAL	04/09/15
SECOND SUBMITTAL	03/27/15
FIRST SUBMITTAL	03/05/15

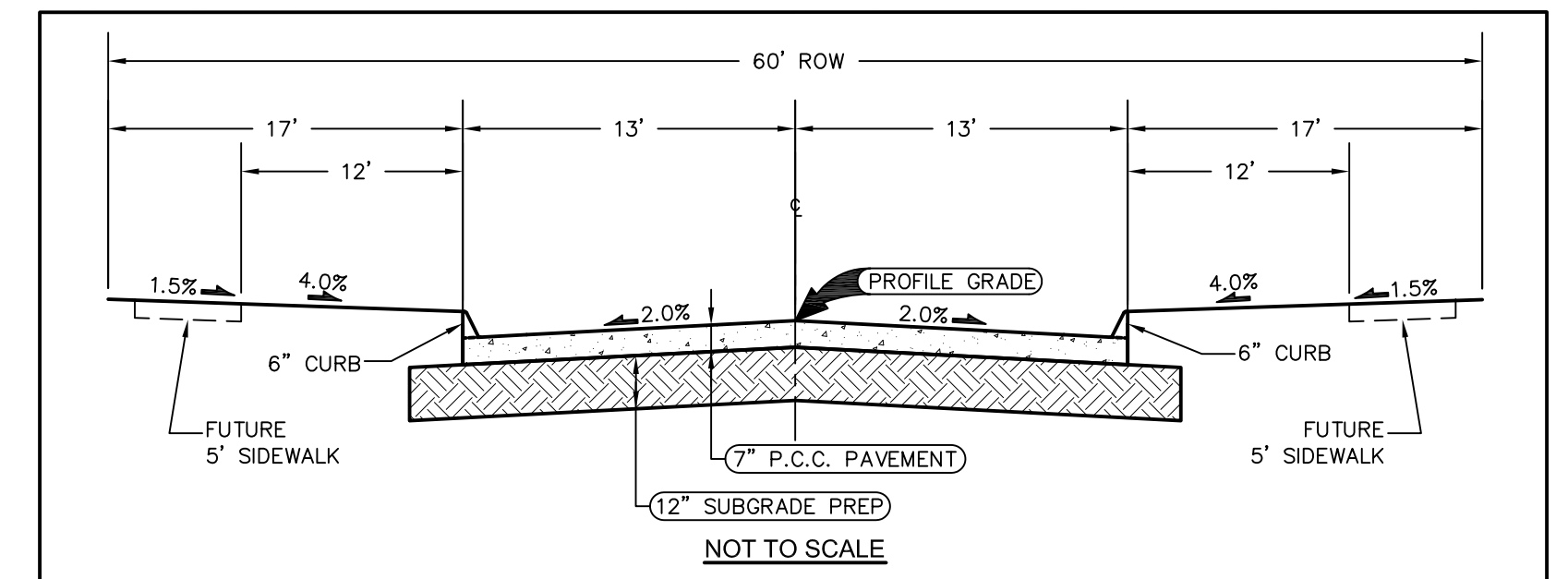
TYPICAL 31' B/B STREET SECTION (60' ROW)



TYPICAL 28' B/B STREET SECTION (60' ROW)

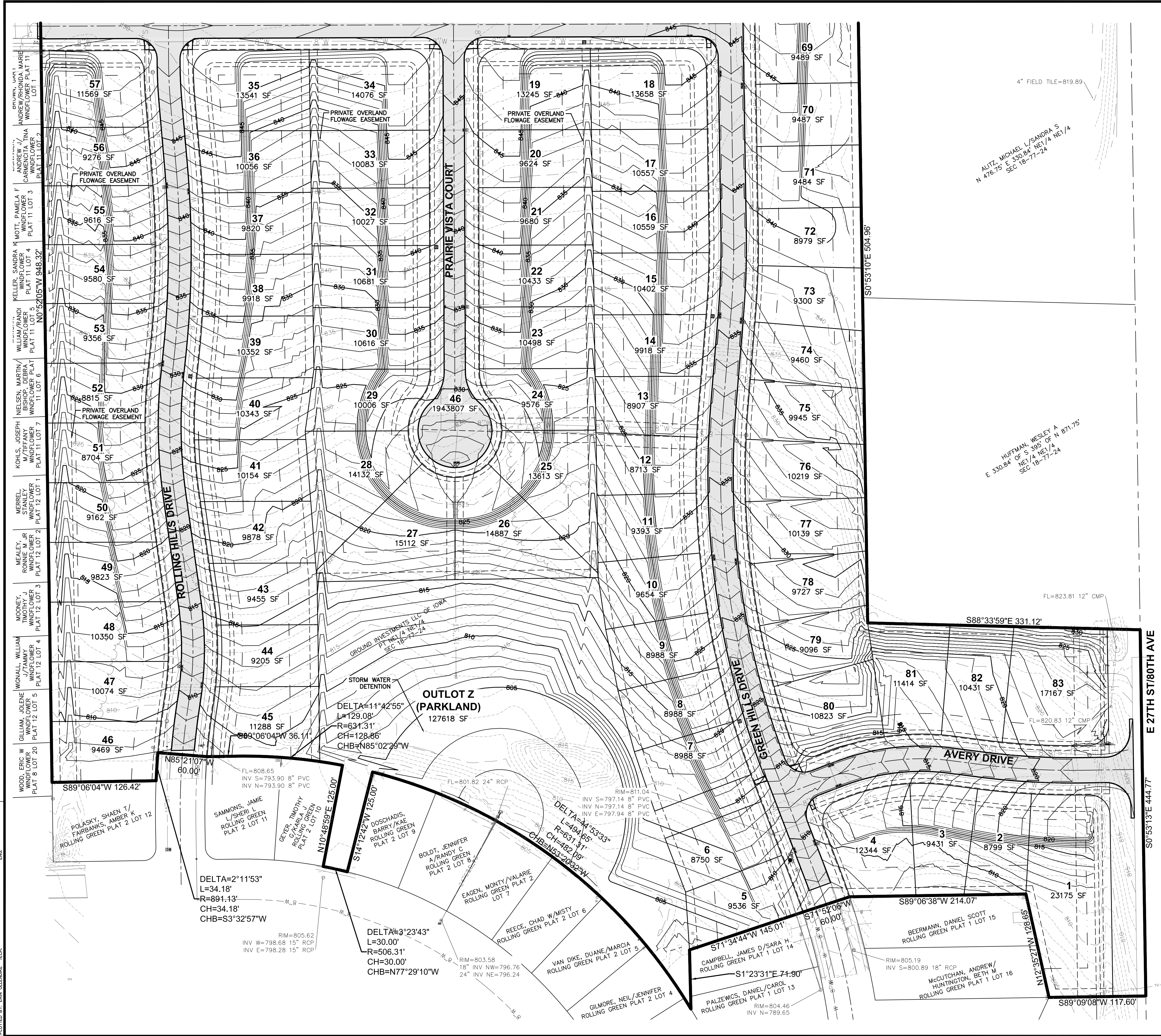


TYPICAL 26' B/B STREET SECTION (60' ROW)





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PLOT BY: ERM GLENKING TECH

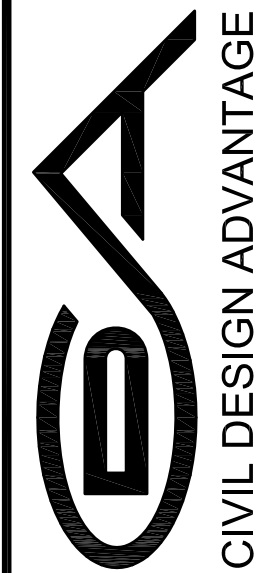


# ROLLING GREEN PLAT 5

## PRELIMINARY PLAT (SHEET 4 OF 4)

REVISIONS	DATE
THIRD SUBMITTAL	04/09/15
SECOND SUBMITTAL	03/27/15
FIRST SUBMITTAL	03/05/15

3405 S.E. CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PHONE: (515) 369-4400 FAX: (515) 369-4410  
TECH: ENGINEER:



NORWALK, IOWA

# ROLLING GREEN PLAT 5

## GRADING PLAN